



METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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*Deputy Executive Director*

October 1, 2010

**REQUEST FOR QUALIFICATIONS BID INVITATION**  
**Freeway Service Patrol FY 2011-12**

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to submit a proposal to provide towing services for the Freeway Service Patrol (FSP) in the San Francisco Bay Area. The FSP program is managed by a partnership of the MTC SAFE, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP).

This letter together with its enclosures comprises the Request for Qualifications Bid Invitation (RFQBI) for this project. Responses should be submitted in accordance with the instructions set forth herein.

**Step 1: Qualification**

Interested contractors must submit an original and three (3) hard copies of their qualification documentation and standard proposal documentation to MTC SAFE offices at the address given on the next page, in a sealed envelope labeled "Freeway Service Patrol Proposal," ***no later than 2:00 p.m., Thursday, October 21, 2010. Documentation received after that date and time will not be considered (see Section II.A. of this RFQBI and Appendix B for Step 1: Qualification Documentation/Standard Proposal Documentation).*** Contractors will be contacted by MTC regarding qualification status the week of October 25<sup>th</sup>. If the Contractor meets qualification requirements, they may proceed to Step 2.

**Step 2: Price Proposal**

Interested contractors that pass Step 1: Qualification must submit an original and three (3) hard copies of their Step 2: Price Proposal Documentation to MTC SAFE offices at the address given on the next page, in a sealed envelope labeled "Freeway Service Patrol Proposal," ***no later than 2:00 p.m., Thursday, November 18, 2010. Price proposals received after that date and time will not be considered (see Section II.B. of this RFQBI and Appendix B for Step 2: Price Proposal Documentation).***

All proposals must be accompanied by a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to MTC SAFE. The cashier's check must indicate the company name and the beat(s) for which it is being submitted. These checks will be returned to unsuccessful Bidders within ten (10) days of their notification of non-selection and to successful Bidders after the successful completion of three months of service (**see Section II.B.7. of this RFQBI**).

Proposals shall be valid for one hundred eighty (180) days after the proposal due date, except that Bidders on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal. A checklist for Bidders is attached to this Letter of Invitation.

### **Step 3: Inspections/Beat Determination**

FSP Partners will schedule a facilities and vehicle inspection in late November – December 2010. The Contractor must meet both facilities and vehicle inspection requirements to be eligible for the contract award (**Section II.C. of this RFQBI and Appendix B for Step 3: Inspections/Beat Determination Information**). **Proposers that do not pass the inspection requirements will not be eligible for the contract.** During the inspections, FSP Partners will notify the Contractor of specific miscalculations and/or concerns, if any, arising out of their price proposal spreadsheet. Proposers have three business days from the time of notification to correct any irregularities.

FSP Partners will determine the ability of the contractor to operate one or more beats based on pre-determined criteria (**see Section II.C.3. of this RFQBI and Appendix B for Step 3: Inspections/Beat Determination**).

### **MTC SAFE Point of Contact**

Proposals and all inquiries relating to this RFQBI shall be submitted to the MTC SAFE Tow Contract Project Manager at the address shown below. All new Bidders are strongly encouraged to call if they have any questions about this RFQBI including proposal forms. For telephone inquiries, call (510) 817-5878; the fax number is (510) 817-5848. E-mail inquiries may be addressed to <nrohlich@mtc.ca.gov>.

Nina Rohlich  
MTC SAFE  
Joseph P. Bort MetroCenter  
101 Eighth Street, 3<sup>rd</sup> Floor  
Oakland, California 94607-4700

### **Proposers' Conferences & Price Proposal Workshop**

One main and two supplementary Proposers' Conferences (for those who are unable to attend the main Proposers' Conference) for all Proposers and a separate Price Proposal Workshop for those that have passed Step 1: Qualifications will be held. The main Proposers' Conference will be held on Monday, October 11, 2010 – 10:00 am at MetroCenter Auditorium (first floor), 101 8<sup>th</sup> Street, in Oakland. Supplementary Proposers' Conferences will be held on Tuesday, October 12, 2010 at 10:30 am in Napa County (Hilton Garden Inn, 3585 Solano Avenue, Napa, CA) and Wednesday October 13 at 10:30 in Santa Clara County (Clarion Hotel Airport, 1355 North Fourth Street, San Jose, CA).

The Price Proposal Workshop will be held Tuesday, November 2, 2010 – 10:00 am at the MetroCenter, Room 171, 101-8<sup>th</sup> Street, in Oakland. This is a hands-on workshop in which prospective bidders that have passed Step 1 will be given direction on how to complete the Price Proposal Spreadsheet Line Item Description & Price Proposal Spreadsheet (**Appendix B**, Forms R & S).

Attendance at the Proposers' Conferences and the Price Proposal Workshop is not mandatory but is strongly recommended. In addition, the FSP Standard Operating Procedures (SOP) will be distributed at the Proposers' Conferences. For those unable to attend the Proposers' Conference, these materials will be made available by arrangement with the Project Manager.

### **Notice of Addenda and Requests for Exceptions**

This RFQBI and any addenda will be posted on MTC's web site. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFQBI requirements must be received by MTC SAFE no later than Thursday, October 14, 2010, 4:00 p.m. to guarantee response or consideration.

### **Scope of Work, Schedule, and Funding**

A detailed description of the services to be provided under this RFQBI is set forth in ***Appendix A, Scope of Work***.

At this time, MTC SAFE anticipates awarding twenty-two (22) 48-month contracts covering twenty-two (22) existing beats. Please refer to the proposed implementation plan for the exact patrol route and scheduled time of service. Tow operations under contracts resulting from this RFQBI will begin on or after June 1, 2011. Any award of contracts under this RFQBI is contingent upon final funding approval. All beats may be funded, in part, with federal funds. Accordingly, federal contracting requirements are in ***Appendix E, Department of Transportation Requirements***.

### **Disadvantaged Business Enterprise (DBE) Policy**

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has not established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal for contracts entered into as a result of this RFQBI. The selected Contractor(s) are not allowed to subcontract towing services awarded under this RFQBI. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Forms N-1, and N-2 the Local Agency Proposer UDBE Information (Consultant Contracts)*, and *Local Agency Proposer DBE Information (Consultant Contracts)*. For the complete DBE participation provisions applicable to this procurement, see *Section III.K* and *Appendix D* of the RFQBI.

### **Qualifications and Bid Review**

Contract awards will be recommended to the contractors that meet all qualifications and inspections detailed in this RFQBI and have the lowest responsive and responsible bid,

subject to the limitation on the number of beats set out in Section II.C.3, Beat Determination (Form W). In addition, MTC SAFE reserves the right to alter the number of contract awards to any one contractor.

MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

MTC SAFE, in cooperation with Caltrans and the CHP, intends to recommend one (1) Contractor to patrol each beat and one (1) Contractor to serve as a back-up contractor in case the selected FSP contractor does not meet his/her contractual obligations or is otherwise unable to perform. If awarded a contract by the MTC Operations Committee, a contractor shall have 90 days from the date of the notification of award of contract to acquire the required equipment, have it inspected, hire, train and certify drivers and be ready to operate. Submission of a proposal shall be deemed to be a promise to meet the 90-day operational requirement. Being selected for placement on the back-up list does not guarantee that a contract will be awarded; back-up contracts will be awarded on an as-needed basis.

#### **Contractor Selection Timetable**

Monday, October 11, 2010 – 10:00 am	Proposers' Conference, MetroCenter Auditorium, 101 8 <sup>th</sup> Street, Oakland
Tuesday, October 12, 2010 – 10:30 am	Proposers' Conference, Hilton Garden Inn 3585 Solano Avenue, Napa, CA
Wednesday, October 13, 2010 – 10:30 am	Proposers' Conference, Clarion Hotel Airport 1355 North Fourth Street, San Jose, CA
Thursday, October 14, 2010, 4:00 pm	Closing date/time for Questions and Requests for Modifications.
<b><i>Thursday, October 21, 2010, 2:00 pm</i></b>	Closing date/time for: Step 1: Qualification Documentation/Standard Proposal Documentation
Week of October 25 <sup>th</sup>	Notification from MTC SAFE regarding Step 1 Status (Passed or Not Passed)
Tuesday, November 2, 2010 – 10:00 am	Price Proposal Workshop, MetroCenter Room 171, 101 8 <sup>th</sup> Street, Oakland
<b><i>Thursday, November 18, 2010, 2:00 pm</i></b>	Closing date/time for: Step 2: Price Proposal Documentation Performance Guaranty
Late November – December 2010	Step 3: Inspections To Be Scheduled
Friday, February 11, 2011	MTC Operations Committee review

Thursday, March 10, 2011 (approximate)	Execution of contracts
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**General Conditions**

MTC SAFE will not reimburse any Contractor for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

Selected tow Contractors will be required to sign a contract with the MTC SAFE substantially identical to the enclosed contract, **Appendix D, Sample Contract**, to this RFQBI. The terms and conditions of this RFQBI and of the FSP Standard Operating Procedures (SOP) are incorporated by reference into the MTC SAFE-Operator Contract.

Your attention is directed to the General Conditions in **Section III** of this RFQBI. Please note also the insurance requirements in **Section II.A.8. of this RFQBI and Appendix D, Sample Contract**. Any requests for exception to the insurance requirements must be brought to MTC SAFE's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Based on requirements set forth in this RFQBI, the Executive Director of the MTC SAFE will recommend a Contractor and a back-up Contractor for each beat to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFQBI.

Thank you for your participation.

Sincerely,



Ann Flemer

Deputy Executive Director, Policy

SH:NR

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\FSP FY 11-12\FSP RFQBI FY11-12.doc

**Major Program Changes from the 2009 RFP**

1. The procurement is no longer a standard RFP with equally weighted price and technical factors. The evaluation process this contracting round involves determining whether bidders meet minimum qualifications and then selecting the lowest bidder for each beat, subject to the limitations on the number of beats that may be awarded to any one contractor.
2. As of July 1, 2011, the Freeway Service Patrol Program will no longer allow the use of in-house backup trucks.
3. As of July 1, 2011, the Freeway Service Patrol Program vehicles will be exclusively dedicated to the FSP at all times. FSP vehicles may not be used for commercial purposes during non-FSP hours. Only back-up trucks may be used for commercial purposes during non-FSP hours.

**Checklist for Proposers [not part of bid]**

One original and three hard copies\* due no later than 2:00 p.m., Thurs, October 21, 2010:

**Appendix B, Step 1: Qualification Documentation (Forms A-K) and Standard Proposal Documentation (Forms L-O)**

- ☐ **Cover Letter for Step 1**
    - Completed Form A
  - ☐ **Business License**
    - Completed Form B
    - Copy of business license
  - ☐ **Experience**
    - Completed Form C
  - ☐ **Designated Manager**
    - Completed Form D
  - ☐ **Local Office/Beats for Qualification**
    - Completed Form E
  - ☐ **Office Staff**
    - Completed Form F
  - ☐ **Financial Responsibility**
    - Signed Form G
    - All bidders must attach two of the following four items to this form.
      - (1) a reference letter from your bank;
      - (2) Federal Income Tax Returns from the two most recent years available;
      - (3) Profit/Loss Statement for the two most recent quarters available, and/or
      - (4) Dunn and Bradstreet Report or credit report by a recognized credit reporting service, issued after August 31, 2010.
  - \*Provide only one copy of financial documentation and package it separately.*
  - ☐ **Insurance**
    - Signed Form H
  - ☐ **Wages and Benefits**
    - Signed Form I
  - ☐ **References**
    - Completed Form J
  - ☐ **Good Standing**
    - Completed Form K
  - ☐ **Certification of Debarment**
    - Completed Form L
  - ☐ **Certification of Restrictions on Lobbying**
    - Completed Form M
  - ☐ **Local Agency Proposer UDBE Information (Consultant Contracts), and Local Agency Proposer DBE Information (Consultant Contracts)**
    - Completed Forms N-1 and N-2
  - ☐ **California Levine Act Statement**
    - Completed Form O
-

*The following items are only required of those that pass Step 1: Qualifications*

One original and three hard copies due no later than 2:00 p.m., Thurs, Nov 18, 2010:

**Appendix B, Step 2: Price Proposal Documentation (Forms P-T) and performance guaranty**

- ☐ **Cover Letter for Step 2**
  - Completed Form P
- ☐ **Vehicle Information**
  - Completed Form Q
- ☐ **Price Proposal Spreadsheet Line Item Description**
  - Completed Form R
- ☐ **Price Proposal Spreadsheet**
  - Completed Form S
- ☐ **Price Proposal**
  - Completed Form T
- ☐ **\$1000 Performance Guaranty Check**
  - Provide a cashiers check made out to MTC SAFE. Checks should not expire before October 31, 2011 (Section II.B.7 of the RFQBI)

**Appendix B, Step 3: Inspections/Beat Determination**

*\*\* For review only. No need to submit Forms U-W\*\**



REQUEST FOR QUALIFICATIONS  
BID INVITATION

to the

METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

FREEWAY SERVICE PATROL  
TOW CONTRACTING SERVICES

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

October 1, 2010

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## **Request for Qualifications Bid Invitation**

### **I. Freeway Service Patrol Program**

#### ***A. Background***

Freeway Service Patrol (FSP) vehicle operators contracting with the MTC SAFE provide “quick fix” items, e.g., furnishing one gallon of gasoline, changing flat tires, providing a “jump” start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs. If the disabled vehicle cannot be repaired in this manner, it is towed to a CHP-designated drop location. In that case, the motorist can request that the FSP vehicle operator contact the CHP Dispatchers to call a CHP rotational tow, specified tow, or relative or friend to assist them. FSP operators are also responsible for clearing the freeway of automobiles, motorcycles, small trucks (vehicles with a gross weight of only 6,000 pounds or less) and small debris. All FSP services are provided free of charge to motorists at the time of service.

#### ***B. Scope of Work and Schedule***

The purpose of the FSP program is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Tow vehicles are dedicated exclusively to the service and cannot be used for commercial purposes (with the exception of back-up trucks during non-FSP hours). The times of operations vary according to beat. All beats operate on weekdays and some operate on Saturdays and/or Sundays. Tow Contractors may also be asked to provide tow services for special events that occur in the Bay Area. FSP service hours and work schedule are outlined in the proposed implementation plan, Table 2, *Appendix A*. All maintenance activities are to be conducted during non-service hours.

Caltrans, MTC SAFE and the CHP jointly oversee the service. These agencies are responsible for overseeing service performance and ensuring that the Contractors abide by the terms of the contracts.

The FSP Operator’s Manual, also referred to in this RFQBI as the SOP (Standard Operating Procedures), explains the types of incidents to which tow operators may be dispatched. This manual will be distributed to all Proposers who attend the Proposers’ Conference. Proposers who do not attend a Proposers’ Conference must contact the MTC SAFE Project Manager in order to obtain the current FSP SOP. Proposers are responsible for becoming familiar with the requirements of the FSP SOP, which will be incorporated by reference into the MTC SAFE contract with each operator.

Tow service under contracts resulting from this RFQBI will begin on or after June 1, 2011 and will continue for four (4) years for all beats.

A detailed description of the services to be provided under this RFQBI is set forth in *Appendix A, Scope of Work*.

## II. Contractor Requirements and Evaluation Process

To be considered for the contract award, Proposers must submit an original and three hard copies of each set of documentation required to the MTC SAFE offices listed below, in a sealed envelope labeled “Freeway Service Patrol Proposal”, according to the deadlines set forth in each step. Proposals shall be submitted to:

Nina Rohlich, Project Manager  
MTC SAFE  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Each set of documentation should include items described in the steps below. An Evaluation Panel comprised of the FSP Partners (CHP, Caltrans and MTC SAFE) will be responsible for overseeing the RFQBI process and ensuring that deadlines, minimum requirements, and other aspects of the selection process are evaluated fairly.

### ***A. Step 1: Qualification Requirements and Standard Proposal Documentation***

In this step, Proposers will be asked to provide their qualifications and list which beats they would like to qualify for. MTC SAFE has set the minimum qualifications that Contractors have to meet. A description of the forms required for Step 1 is detailed in this section below. **Proposers must submit an original and three (3) hard copies of qualification forms in Appendix B, Step 1: Qualification Requirements Documentation, Forms A-K and Standard Proposal Documentation, Forms L-O no later than 2:00 p.m., Thursday, October 21, 2010.** Contractors will be contacted by MTC regarding qualification status the week of October 25<sup>th</sup>. Those that meet the requirements outlined below will be eligible to proceed to Step 2: Price Proposal and Step 3: Inspection/Beat Determination.

#### **1. Cover Letter for Step 1 (Form A)**

The Proposal Cover Letter includes an acceptance of the Contract contained in *Appendix D, Sample Contract*. If a Proposer wishes to request any changes to this Contract, such requests must be included in the proposal submission or it shall be understood that the Proposer accepts the Contract in its entirety.

#### **2. Business License (Form B)**

All Proposers must have a current business license from the city in which their facility is located.

#### **3. Experience (Form C)**

At a minimum, Contractors must have three (3) years experience in operating a tow service, of which two years must be on rotation with the California Highway Patrol

(CHP) or Freeway Service Patrol (FSP). If a Contractor does not have the required two (2) years of CHP/FSP experience, one additional year of highway/freeway experience (a total of four (4) years experience) may be substituted for the required two (2) year CHP/FSP experience. Highway/freeway experience may include law enforcement, auto clubs, etc.

#### **4. Designated Manager (Form D)**

All Proposers must have a designated manager for the project with at least two (2) years of experience in the towing industry or similar field.

#### **5. Local Office/Beats for Qualification (Form E)**

At the time of qualification submission and throughout the contract period, all Proposers must maintain a local office or have identified a proposed staging/parking/satellite location within **30 minutes** driving time (at the speed limit) of the beat(s) for which the Proposer has submitted a proposal. If the Proposer intends to use a staging/parking/satellite location, it must be located in a secure location with adequate storage space for the FSP truck(s) and minor FSP equipment (i.e., Daily Shift Records, Scantrons, flares, sand, etc.). Drivers operating from the staging/parking/satellite location must have the ability to communicate with the main office location and FSP staff at all times. Whether the proposers maintain a local office or intend to use a satellite location, the office or location must be staffed during the hours of 8 a.m. through 5 p.m. with either a lead driver or a manager.

#### **6. Office Staff (Form F)**

The office must be staffed by a person who has the authority to conduct business and make decisions on behalf of the Contractor.

#### **7. Financial Responsibility (Form G)**

All Proposers must submit evidence of financial responsibility. To meet this requirement, each Proposer must submit at least two of the following four items: (1) a reference letter from its bank; (2) Federal Income Tax Returns from the two most recent years available; (3) Profit/Loss Statement for the two most recent quarters available, and/or (4) Dunn and Bradstreet Report or credit report by a recognized credit reporting service, issued after August 31, 2010.

The financial responsibility information is requested for determining financial responsibility only and will be received as confidential by MTC SAFE. As such, it will not become part of MTC SAFE's public record.

Only one copy of documentation relating to the Proposer's financial responsibility is necessary. This information should be packaged separately. It is not necessary to include copies of financial information with each copy of the proposal. This information will be received as confidential and shredded upon committee action on the tow contract awards.



## **8. Insurance (Form H)**

Each selected Contractor shall be required, at its own expense, to obtain and maintain in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees: (1) Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE; (2) Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease; (3) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit); (4) Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage; (5) On-hook Insurance of at least \$80,000 per accident; (6) Inland Marine Floater Insurance of at least \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher; and (7) Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Each selected Contractor must have original insurance certificates and the required endorsements approved by MTC SAFE on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California. MTC SAFE may request a claims report at any time.

## **9. Wages and Benefits (Form I)**

MTC SAFE requires that tow contractors pay (and be able to verify, with audited financial records) a wage of at least \$11.00 per hour with health benefits or \$12.00 per hour without health benefits. In addition, MTC SAFE requires that tow contractors pay their tow operators, at a minimum, the wages and benefits included in the Price Proposal Spreadsheet Form S in Appendix B of this RFQBI. MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with this requirement. Failure to pay tow operators the wages and benefits listed in the price proposal spreadsheet will result in a lowering of the Contractor's hourly rate or the termination of the contract.

## **10. References (Form J)**

Contractors must provide four (4) references, three (3) of which must respond to the MTC SAFE questionnaire. To be considered for Step 2, contractors must receive an average of 3.5 on a scale of 1 to 5. References should be from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposer's experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they

have performed services similar to those described in this RFQBI. References from relatives and/or current FSP Staff will not be accepted.

The submitted reference information shall be complete and current. References that include incomplete and/or inaccurate contact information to the point where the evaluation panel is unable to contact them will result in the Proposer not passing Step 1: Qualification.

#### **11. Good Standing (Form K)**

Sign and submit the form regarding standing with the CHP rotational tow program and FSP program.

**Note:** If in the CHP rotational tow program and not in good standing, the number of beats awarded may be limited. If an Existing FSP Tow Contractor is on probationary status, has received a letter of reprimand within the past 12 months from the RFQBI submittal date, or is not in good standing with rotational tow, then the FSP Tow Contractor will only be eligible to have one tow contract with MTC SAFE. Example 1: If an FSP Tow Contractor has two beats and one contract expires, then said Contractor is not eligible to bid. Example 2: If an FSP Contractor has one beat and one expires, then said Contractor is eligible to receive one bid in the current procurement.

#### **12. Certification of Debarment (Form L)**

Sign and submit the certification regarding debarment.

#### **13. Certification of Restrictions on Lobbying (Form M)**

Sign and submit the certifications regarding lobbying.

#### **14. Local Agency Proposer UDBE Information (Consultant Contracts), and Local Agency Proposer DBE Information (Consultant Contracts) (Forms N-1, N-2)**

Complete, sign and submit *Forms N-1, and N-2* the Local Agency Proposer UDBE Information (Consultant Contracts), and Local Agency Proposer DBE Information (Consultant Contracts), respectively.

#### **15. California Levine Act Statement (Form O)**

State law requires Proposers to disclose campaign contributions to any MTC SAFE Commissioner exceeding \$250. All Proposers are required to complete the Levine Act Statement.

#### ***B. Step 2: Price Proposal***

If Proposers pass Step 1: Qualification, they are required to submit an original and three (3) hard copies of each set of items listed in **Appendix B, Step 2: Price Proposal Documentation (Forms P-T) and a performance guaranty**, no later than ***Thursday, November 18, 2010, 2:00 pm***. Price proposals received after that date and time will not be considered.

A description of the requirements for Step 2 is detailed in this section below.

**Requirements:**

**1. Cover Letter for Step 2 (Form P)**

Proposers must submit a Proposal Cover Letter which includes an acceptance of the Contract contained in *Appendix D, Sample Contract*.

**2. Vehicle Information (Form Q)**

Each proposal shall include the year, manufacturer, model, current mileage, Gross Vehicle Weight Rating (GVWR), and Vehicle Identification Number (VIN) of each truck that will be used for the project. The same information shall be provided for the back-up vehicle. If a potential Proposer does not own the vehicles, but plans to acquire the vehicles, a statement as to how these vehicles will be acquired and the timeline for acquisition shall be provided.

In addition, Proposers must specify whether the trucks will be operating from the main office or the staging/parking/satellite location.

All trucks must be ready upon commencement of the contract. Contractors must notify MTC SAFE immediately if any of the trucks are late. MTC SAFE may allow the temporary use of approved former FSP trucks if the new FSP trucks are not ready upon commencement of the contract. Contractors will be paid at 10% off of the new rate for the beat until the new FSP trucks are available for use. If one truck is late, including a back up truck, all trucks serving that beat will be paid at this lower rate.

**3. Price Proposal Spreadsheet Line Item Description (Form R)**

Each proposal shall include a detailed description of the items that are included in each category of the *Price Proposal Spreadsheet (Form S)*. This description shall include all expenses requested in each category of Form S. Proposers are responsible for adhering to the stated costs in the price proposal spreadsheet. Failure to so adhere may result in a lowering of the contractor's hourly rate, and, depending upon the severity of the deviation, may result in the termination of the contract. MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

**4. Price Proposal Spreadsheet (Form S)**

Each proposal shall include, in addition to the hourly rate, a detailed breakdown of costs. The detailed breakdown of costs will not be designated as confidential and will become part of MTC SAFE's public records. As stated above, Proposers are responsible for adhering to the stated costs in the price proposal spreadsheet. Failure to so adhere may result in a lowering of the contractor's hourly rate, and, depending upon the severity of the deviation, may result in the termination of the contract. MTC SAFE reserves the right, through the audit clause in its contract, to confirm a tow contractor's compliance with all items listed in the price proposal spreadsheet.

In order to simplify the cost calculations, computer media containing sample and blank spreadsheets will be provided at the Price Proposal Workshop, or can be e-mailed upon

request to the MTC SAFE Project Manager. It is strongly recommended that Proposers use the blank spreadsheet when preparing their cost calculations. The spreadsheet must not be modified. If a Proposer would rather use its own version of a price spreadsheet, then it must contain the exact same categories and provide the same qualitative and quantitative information as contained in Form S, Price Proposal Spreadsheet, otherwise the bid will be considered non-responsive.

## **5. Price Proposal (Form T)**

Each proposal shall include an hourly rate for operating the required number of FSP vehicles and drivers for the Beat's hours of operation as described in *Table 2 of Appendix A*, as well as for furnishing all labor, materials, tools, fuel (operating as well as for motorists), equipment, operating costs, insurance, overhead, Internet access, postage fees and incidentals as required in this RFQBI. Office to office communication between the FSP Partners and the Proposers will be conducted via e-mail, thus **Proposers must have Internet access, be able to run a recent version of Microsoft Office as well as the free version of Acrobat Reader in order to send and receive compatible documents.** The hourly rate shall also include costs associated with operators' attendance at the mandatory training classes, meetings required in this RFQBI, and the required pre-operation vehicle inspections.

MTC SAFE will set the tow vehicle fuel price to be included in the price proposals. However, in the event the price of diesel fuel should rise or fall, MTC SAFE will adjust the hourly rate of compensation as specified in the Contract. MTC SAFE will utilize figures published by the Federal Department of Energy ("On the Highway Diesel Prices") to determine fuel rates. For details refer to *Appendix D, Sample Contract*.

## **6. Price Proposal Spreadsheet Discrepancies**

MTC SAFE may give Proposers the opportunity to revise their price proposal spreadsheets to address any miscalculations and/or concerns. Proposer will be allowed three (3) business days after notification to correct any deficiencies. MTC SAFE reserves the right to reject any proposals that fail to address bid irregularities and discrepancies.

## **7. Performance Guaranty**

All proposals must be accompanied by a performance guaranty in the form of a one thousand dollar (\$1,000) cashier's check made out to MTC SAFE. Each check should include the company name and the number of the beat(s) for which the performance guaranty is being submitted. Checks should not expire before October 31, 2011. It is not necessary to submit more than one performance guaranty for proposals including multiple beats.

Guaranty checks will be returned to unsuccessful Proposers within ten (10) days of their notification of non-selection and to successful Proposers (including back-up Proposers) after the successful completion of three (3) months of service.

Proposals shall be valid for one hundred eighty (180) days after the proposal due date. Proposers on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal.

If an existing Contractor defaults within the first three (3) months of service, or a back-up Proposer declines a beat's contract or defaults within the first three (3) months of service, his or her \$1,000 Performance Guaranty will be forfeited.

***C. Step 3: Inspections/Beat Determination***

No documents need to be submitted for Step 3, however, Proposers that pass Step 1: Qualification must carefully review **Appendix B, Step 3: Inspection/Beat Determination Documentation Forms U, V, W**, in addition to submitting Step 2 documents by ***Thursday, November 18, 2010, 2:00 pm.***

FSP Partners will schedule a facilities and vehicle inspection in late November – December 2010. Proposers must meet both facilities and vehicle inspection requirements to be eligible for the contract award. **Proposers that do not pass the inspection requirements will not be eligible for the contract.**

**1. Facility Inspection (Form U)**

The Facility Inspection consists of a site inspection and validation of items required at the time of the pre-award Facility Inspection and acknowledgment that the Proposer will have other items listed in place prior to contract start date.

**2. Vehicle Inspection (Form V)**

The California Highway Patrol (CHP) will conduct a vehicle inspection which will consist of a mechanical and condition inspection. In advance of the vehicle inspection, Proposers will identify three (3) vehicles for inspection. If Proposers have less than three vehicles, then they will pick two or one vehicle accordingly. The three vehicles must be available during the site visit, at which time the California Highway Patrol (CHP) will randomly select one of the three for inspection.

**3. Beat Determination (Form W)**

The inspection team shall determine the ability of the Proposer to operate one (1) or more beats based on the following criteria:

First time bidders, or those that have been away from the program for two (2+) years, are eligible for a maximum of two (2) beats. Current contractors are eligible for one (1) additional beat from the highest number of beats they have received in the past two (2) years, up to a maximum of five (5) beats.

Examples:

Contractor A had three (3) total beats in 2009 and two (2) beats the year after; Contractor A is eligible for four (4) beats total for the FY 2012 round since they have demonstrated they can handle three (3) beats in the past two (2) years.

Contractor B receives two (2) beats in the FY 2012 round; Contractor B is eligible for 1 additional beat in the FY 2014 round for a total of three (3) beats.

These criteria were developed to ensure companies are able to keep up with the demands of the program. MTC SAFE reserves the right to alter the criteria for specific contractors if we

do not receive enough bids for specific beats or if we believe that a contractor is at its operational limit. Amongst other information from the FSP Partners, MTC SAFE will utilize FSP statistics, letters of performance, and rotational tow status to determine the operational limit of existing Contractors.

#### **4. Selection of Contractors**

At the conclusion of Step 3, the evaluation panel will recommend that contract awards be made to contractors based on the low price submitted per beat, subject to the limitation on the number of beats that may be awarded to any one contractor as set out in Section II.C.3. above.

### **III. General Conditions**

#### ***A. Examination of RFQBI Documents***

Each Proposer shall be solely responsible for examining, with appropriate care, the RFQBI Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the work in the event the Proposer is selected. Failure of the Proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

#### ***B. Interpretation of RFQBI Documents***

Proposers may request of MTC SAFE in writing, prior to submission of proposal, clarification or interpretation of the RFQBI Documents by the deadline listed in the Contractor Selection Timetable. Where such interpretation or clarification requires a change in the RFQBI, MTC SAFE will issue an Addendum. Proposers shall acknowledge receipt of any and all Addenda in their Proposal Cover Letters contained in *Appendix B* (Form A and Form P). MTC SAFE shall not be bound by and Proposers shall not rely on any oral interpretation or clarification of the RFQBI Documents.

#### ***C. Preparation of Proposals***

All the forms included in *Appendix B Step 1* (Forms A-O) shall be completed and submitted for Step 1: Qualifications. If the Proposer passes Step 1, all forms included in *Appendix B Step 2* (Forms P-T) shall be completed and submitted. The RFQBI will be made available online at <<[www.mtc.ca.gov](http://www.mtc.ca.gov)>> (click “Jobs & Contracts” under the Site Index) to allow Proposers to print the required forms, complete, sign and submit to MTC SAFE by the proposal due date included in the Letter of Invitation attached to this RFQBI. All proposals shall be prepared by and at the expense of the Proposer.

#### ***D. Modified or Conditional Proposals***

Proposers shall submit a proposal in conformity with the requirements of the RFQBI Documents. The proposal shall be complete in itself and shall be submitted within a sealed envelope in accordance with Section G, Submission of Proposal/Period of

Acceptance below. Oral, telegraphic or telephonic proposals or modifications will not be considered.

***E. Signing of Proposal/Authorization to Negotiate***

Each proposal submitted by a Proposer shall be executed by the Proposer or by its authorized representative. In addition, the Proposer must identify those persons authorized to negotiate on its behalf with MTC SAFE in connection with this RFQBI.

***F. Withdrawal of Proposals***

A proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative and delivered to the place stipulated in the Letter of Invitation for receipt of proposals prior to the date and time for submittal of proposals.

***G. Submission of Proposal/Period of Acceptance***

Each proposal submitted by a Proposer must be delivered to MTC SAFE at the address shown on the Letter of Invitation up to the Proposal due date and time shown therein. It is the Proposers sole responsibility to see that its proposal is received as stipulated. In compliance with this RFQBI the Proposer agrees, if its proposal is accepted within one hundred eighty (180) days from the date specified in the RFQBI for receipt of proposals, to provide the services at the price stipulated in its Form S, Price Proposal Spreadsheet. Proposers put on the back-up list will be requested to extend their proposals for a period of one (1) year after their submittal.

***H. Award of Contract***

A sample of the Contract to be utilized is contained in *Appendix D* of this RFQBI. MTC SAFE reserves the right to make changes in the Contract that do not affect the Contractor's cost provided for the agreed upon service.

***I. MTC SAFE Rights***

MTC SAFE may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the work described in this RFQBI. MTC SAFE reserves the right to:

1. Reject any or all of the proposals;
2. Cancel the RFQBI;
3. Issue addenda to the RFQBI;
4. Seek the assistance of outside technical experts in proposal evaluation;
5. Negotiate with any, all, or none of the Proposers to the RFQBI;
6. Review proposals and request clarification of discrepancies from any/all of the Proposers;
7. Waive minor informalities and irregularities in proposals;

8. If no bids are received for a beat, to obtain quick bids from either existing tow contractors or from qualified tow contractors who participate in this procurement, and award a contract to the low bidder; and
9. Limit or increase the number of beats to any one Contractor; and
10. To award beats based on what is most advantageous to MTC, if a contractor is the low bidder on more beats than which they are qualified.

This RFQBI does not commit the MTC SAFE to enter into a contract, nor does it obligate MTC SAFE to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

***J. Selection Disputes***

A proposer may object to a provision of the RFQBI on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC SAFE procedures, the provisions of the RFQBI or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00pm five (5) working days prior to the date proposals are due, for objections to RFQBI provisions; or
2. No later than 4:00pm three (3) working days after the date the proposer is notified that it was found to be non-responsive or did not pass Step 1 - Qualifications; or
3. No later than 4:00pm three (3) working days after the date on which contract award is authorized by the MTC Operations Committee or the date the proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to an initial determination of non-responsiveness or failure to pass Step 1 - Qualifications, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the MTC SAFE Executive Director.

The MTC SAFE Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3)



working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

***K. Disadvantaged Business Enterprise (DBE) Policy***

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has not established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal for this contract. The selected Contractor(s) are not allowed to subcontract towing services awarded under this RFQBI. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices N-1, and N-2 the Local Agency Proposer UDBE Information (Consultant Contracts)*, and *Local Agency Proposer DBE Information (Consultant Contracts)*. For the complete DBE participation provisions applicable to this procurement, see *Appendix D* of the RFQBI.

## **APPENDIX A, SCOPE OF WORK**

### **I. GENERAL DESCRIPTION**

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) requires towing services for the Freeway Service Patrol (FSP). The FSP program is managed by a partnership of the MTC SAFE, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP).

The FSP operates on selected roadway segments in the San Francisco Bay Area which are referred to as beats (See Appendix A, Table 1 for map of proposed beats). Each beat has specific turnaround locations and designated drop locations identified by the CHP. Tables 2 (*Proposed Implementation Plan*) and 3 (*Holiday Schedule*) of this *Appendix* show the specific beat limits, number of tow trucks, number of back-up trucks, hours of operation and holidays for calendar years 2011, 2012, 2013, 2014 and 2015 on which the service is required for the beats in this contracting round.

Any of the three partner agencies (MTC SAFE, Caltrans, and the CHP), may dispatch a FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. When deemed necessary, the partner agencies may split larger beats into smaller beats or reassign vehicles. In addition, there may be some instances where FSP operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer while at the scene of any incident. At any time during the contract's term, MTC SAFE reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, the contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. In addition, MTC SAFE reserves the right to modify the Proposed Implementation Plan (Table 2) by either adding or deleting weekend days, holidays and hours to or from the work schedule.

The drivers shall be trained on patrol procedures for the beats prior to commencement of service. Operators spend approximately ten (10) minutes per disablement in attempting to mobilize a vehicle. If a vehicle cannot be mobilized within the ten (10) minute time limit, the vehicle should be towed to a designated drop location identified by the CHP. No other drop locations are permitted. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow, specified tow or relative/friend to assist them.

The FSP vehicles will continuously patrol their assigned beat and offer assistance to all stopped vehicles. The vehicles shall also respond to CHP and Caltrans dispatches for service, use the designated turnaround locations and use the CHP-identified drop locations.

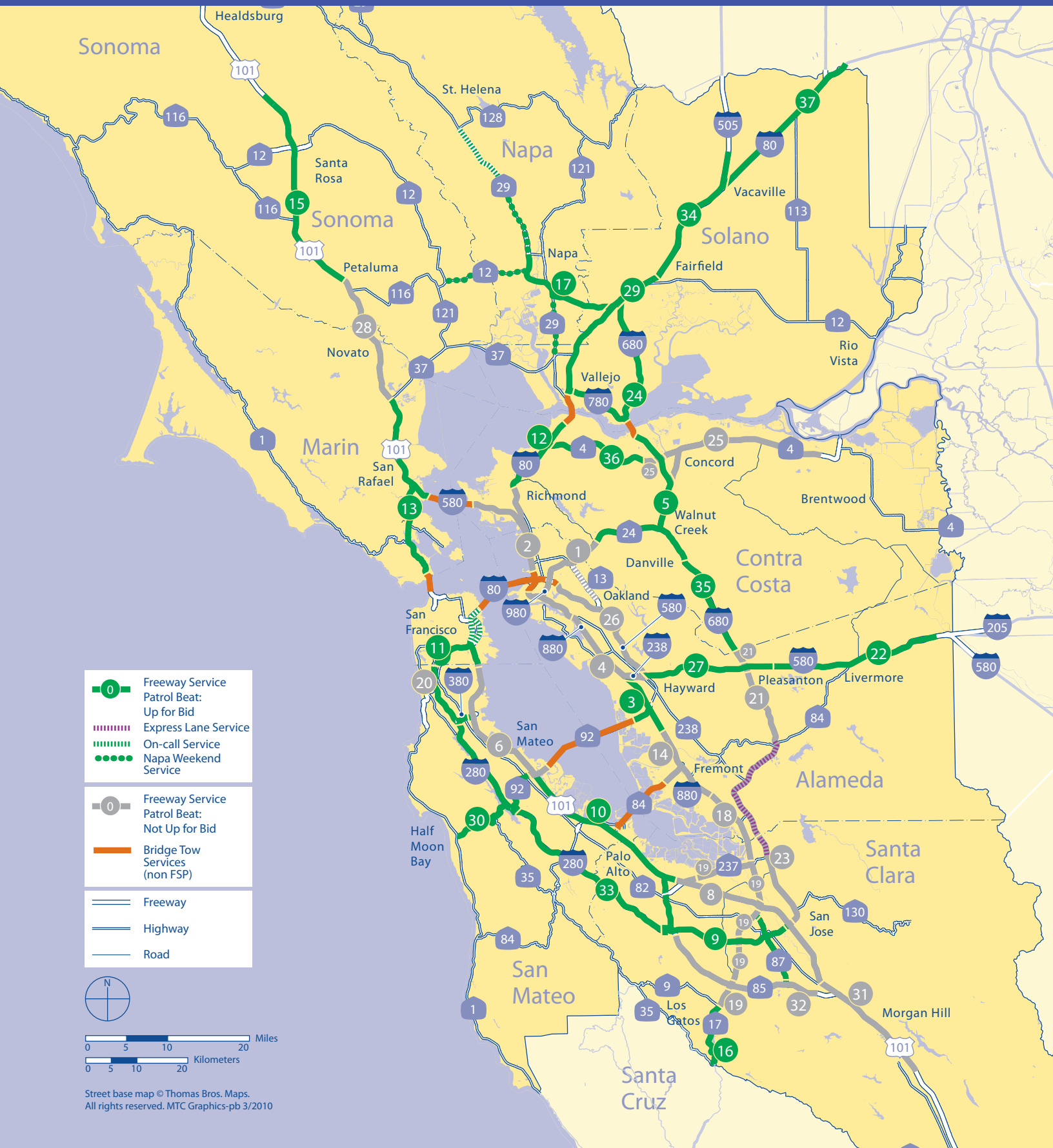
FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, another driver must be dispatched to respond to the incident. FSP operators are also not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. All public complaints will be investigated by the CHP.

Travel time to the beat is at the expense of the Contractor.

TABLE 1: Map of Proposed Beats Included in this RFQBI

# Beats Up for Bid 2011

## FY12-15



BEAT ID	LOCATION		BEAT LIMITS	CALTRANS ONE WAY LENGTH (IN MILES)	START DATE	ENDING DATE	WEEKDAYS			SUNDAY PM SHIFT	# OF TOW TRUCKS	# OF PICKUP TRUCKS	# OF FLATBED TRUCKS	# OF BACKUP TRUCKS	NOTES	2011-2015 ESTIMATED TOTAL CONTRACT HRS
	COUNTY	ROUTE					AM SHIFT	MIDDAY SHIFT	PM SHIFT							
3	ALA	880	Alvarado-Niles Road to State Route 238	7.66	06/27/11	06/26/15	06:00-10:00	10:00-15:00	15:00-19:00	13:00-19:00	2			1	a,b,c	22,341
	ALA	92	Interstate 880 to Clawiter Road	1.91												
5	CC	680	Stone Valley Road to Marina Vista Road	13.89	07/05/11	07/04/15	06:00-09:00		15:00-18:30 (M-Th); 14:00-18:30		2	1		1	b	20,051
	CC	24	Oak Hill Road U/C to Interstate 680	2.87												
9	SCL	280	Interstate 680/Highway 101 to Foothill Exp.	11.45	06/11/11	06/10/15	6:00-10:00		15:00-19:00		3			1	b	23,928
	SCL	87	State Route 85 to Hwy. 101	9.22												
10	SCL-SM	101	Ellis Street to State Route 92	17.44	06/11/11	06/10/15	6:00-10:00		15:00-19:00		1	1	1		a, b	23,928
	SCL	92	Junction Route 101 to El Camino Real	0.93												
11	SF	101	Cesar Chavez to San Mateo Co. Line	2.92	06/13/11	06/12/15	6:00-10:00	10:00-15:00	15:00-19:00	12:00-18:00	2				a, b,c	22,341
	SF	280	San Mateo Co. Line to Highway 101	4.34												
	SM	101	Harney Way to San Francisco Co. Line	0.41												
	SF	280	Highway 101/Interstate 280 Interchange to Sixth Street	(3.20)											e	
	SF	80	Cesar Chavez to Interstate 80/Fourth Street	(1.50)											e	
12	CC	80	San Pablo Dam Road to Cummings Skyway	8.39	07/11/11	07/10/15	6:00-10:00	10:00-15:00	15:00-19:00	13:00-19:00	2				a, b, c	22,341
13	MRN	101	Alexander to Junction Route 37	19.50	06/27/11	06/26/15	6:00-10:00		14:30-18:30	13:30-18:30	3				b, c	25,148
	MRN	580	Highway 101 to Interstate 580 San Quetin	2.40												
15	SON	101	East Washington to River Road	20.40	07/02/11	07/01/15	6:30-9:30		15:30-18:30		1		1			5,982
16	SCL	17	Junction Route 9 to Summit Road	7.07	07/11/11	07/10/15	6:30-9:30		15:30-18:30	See separate beat 16/SC schedule	1				b, c, f	7,854
17	SOL	12	Interstate 80 to Napa Co. Line	2.95	07/25/11	07/24/15	6:00-10:00		15:00 -19:00	8:00-16:30 Sat. & Sun.	2				i	23,381
	NAP	12	Napa Co. Line to Sonoma Co. Line	11.60												
	NAP	29	State Route 37 to Oakville Cross Road	24.00												
	SON	12	Sonoma Co. Line to Junction 116	4.90												
	NAP	29	Oakville Cross Road to State Route 128	1.80												
20	SM	280	Geneva/Ocean Avenueto Interstate 380	8.18	07/11/11	07/10/15	6:30-9:30		15:00-18:00		1				b	5,982
	SM	380	Interstate 280 to Highway 101	1.67												
21X	ALA	I-680	Calaveras Road to Scott Creek Road	11.00	07/02/11	07/01/15		9:30-15:30			1				b	5,982
	SC	I-680	Scott Creek Road to Hwy 237	3.00												
22	ALA	580	Vasco Road to Santa Rita	8.25	07/25/11	07/24/15	5:30-9:30		15:30-19:00	13:00-19:00	2	1			b, c, d	25,550
	ALA	580	Grant Line Road to Vasco Road	8.23												
24	SOL	680	Interstate 80 to Junction 780	14.30	07/23/11	07/22/15	6:00-9:00		15:30-18:30		1				g	6,388
	SOL	780	Junction 680 to Junction 80	6.42												
27	ALA	580	Santa Rita Road to Junction 238	12.86	06/27/11	06/26/15	6:00-9:30		15:30-18:30	13:00-19:00	2	1			b,c	20,750
29	SOL	80	Magazine Street to Abernathy Road	14.04	07/11/11	07/10/15	6:00-9:00		15:30-18:30	13:00-19:00	2			1	b, c, h	15,129
30	SM	92	State Route 1 to Highway 280	8.03	07/23/11	07/22/15	6:00-9:30		15:30-18:30		2				b	12,961
	SM	280	Interstate 380 to Vist Point Exit (Lake Road) +1.37mi	10.20												
	SM	92	Interstate 280 to Highway 101	4.83												
33	SCL-SM	280	SR 92 to SR 85	20.10	07/05/11	07/04/15	6:00-9:00		15:30-18:30		2				b	11,964
34	SOL	80	Abernathy Road to I-505 Vaca Valley Road	12.54	07/11/11	07/10/15	6:00-9:00		15:30-18:30	13:00-19:00	2				b, c, h	15,129
35	CC	680	Alcosta Boulevard to Stone Valley Road	10.36	07/09/11	07/08/15	6:00-9:00		15:00-18:30		1				b	6,481
36	CC	4	Alhambra Ave. to Port Chicago Hwy	6.30	07/23/11	07/22/15	6:00-9:30		15:30-19:00		1					6,979
37	SOL	80	Junction I-505 to Richards Blvd.	16.40	07/25/11	07/24/15	6:00-9:00		15:30-18:30	13:00-19:00	2				b, c, h	14,781
				352.76								38	4	2	4	345,371

\*Proposed Implementation Plan is subject to modification

Notes:

a	Weekday midday service shall consist of one FSP tow truck.
b	Refer to the Holiday Schedule. If a holiday falls on a Monday, regular Sunday Service is cancelled.
c	Sunday service shall consist of one FSP tow truck, except for Beats 13, 22, 29, 34 & 37 (see notes d and h).
d	Friday Evening service: 15:30 to 20:00; <b>Sunday</b> Service: two trucks, hours vary by beat, see Sunday PM shift hours.
e	Coverage is provided on this segment intermittently or on an as needed basis (on call).
f	Refer to Beats 16 & Santa Cruz weekend service schedule.
g	Friday Evening service: 14:00 to 19:00.
h	Friday Evening service: 14:30 to 19:00; <b>Sunday</b> Service: two trucks, 13:00 to 19:00.
i	Sat/Sun service shall consist of two FSP tow trucks.

# TABLE: 3 Holiday Schedule

## Non-Working Holidays for all Beats FY 2010-2015: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day

Beat I. D.	Independence Day				
	2010	2011	2012	2013	2014
	Jul. 5, Monday (3a)	Jul. 4, Monday (2)	Jul. 4, Wednesday	July 4, Thursday	July 4, Friday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00			
6,27	13:00-19:00	13:00-19:00	No Service	No Service	No Service
Other beats	No Service	No Service			

Beat I. D.	Labor day				
	2010	2011	2012	2013	2014
	Sept. 6, Monday (2)	Sept. 5, Monday (2)	Sept. 3, Monday (2)	Sept. 2, Monday (2)	Sept. 1, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
Other beats	No Service	No Service	No Service	No Service	No Service

Beat I. D.	Veteran's Day				
	2010	2011	2012	2013	2014
	Nov. 11, Thursday	Nov. 11, Friday	Nov. 12, Monday (2)	Nov. 11, Monday (2)	Nov. 11, Tuesday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	No Service	No Service	No Service	No Service	No Service
Other beats	No Service	No Service	No Service	No Service	No Service

Beat I. D.	Day After Thanksgiving				
	2010	2011	2012	2013	2014
	Nov. 26, Friday	Nov. 25, Friday	Nov. 23, Friday	Nov. 29, Friday	Nov. 28, Friday
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	No Service	No Service	No Service	No Service	No Service
6,27	10:00-16:00	10:00-16:00	10:00-16:00	10:00-16:00	10:00-16:00
Other beats	No Service	No Service	No Service	No Service	No Service


Beat I. D.	Sunday After Thanksgiving					Day After Christmas
	2010	2011	2012	2013	2014	
	Nov. 28, Sunday	Nov. 27, Sunday	Nov. 25, Sunday	Dec. 1, Sunday	Nov. 30, Sunday	
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	Dec. 26, Monday (3b)
6,27	No Service	No Service	No Service	No Service	No Service	No Service
Other beats	No Service	No Service	No Service	No Service	No Service	No Service

Beat I. D.	New Years Eve					New Year's Day Observed (Day After New Year's)
	2010	2011	2012	2013	2014	2012
	Dec. 31, Friday	Dec. 31, Saturday	Dec. 31, Monday	Dec. 31, Tuesday	Dec. 31, Tuesday	Jan. 2, Monday (3c)
1,2,3,4,8, 11,12,13,17,22,31,29,34,37	AM Service Only	No Service	No Service	No Service	No Service	No Service
6,27	AM Service Only	No Service	No Service	No Service	No Service	No Service
Other beats	AM Service Only	No Service	No Service	No Service	No Service	No Service

Beat I. D.	Martin Luther King, Jr. Day					
	2010	2011	2012	2013	2014	2015
	Jan. 18, Monday (2)	Jan. 17, Monday (2)	Jan. 16, Monday (2)	Jan. 21, Monday (2)	Jan. 20, Monday (2)	Jan. 19, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
Other beats	No Service	No Service	No Service	No Service	No Service	No Service

Beat I. D.	Presidents day					
	2010	2011	2012	2013	2014	2015
	Feb. 15, Monday (2)	Feb. 21, Monday (2)	Feb. 20, Monday (2)	Feb. 18, Monday (2)	Feb. 17, Monday (2)	Feb. 16, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
Other beats	No Service	No Service	No Service	No Service	No Service	No Service

Beat I. D.	Memorial Day					
	2010	2011	2012	2013	2014	2015
	May 31, Monday (2)	May 30, Monday (2)	May 28, Monday (2)	May 27, Monday (2)	May 26, Monday (2)	May 25, Monday (2)
1,2,3,4,8, 11,12,13,17,22,29,31,34,37	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
6,27	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00
Other beats	No Service	No Service	No Service	No Service	No Service	No Service

 No Sunday Service, except for Beat 17

### Notes

- All holiday service consists of 2 tow trucks per beat, unless a one truck beat.
- If a holiday falls on a Monday, regular scheduled Sunday service (13:00-19:00) is cancelled, **EXCEPT for Napa Bt. 17 which will serve its normal weekend service, and EXCEPT for Santa Cruz Bt. 16 which has its own weekend/holiday schedule.**
- If a holiday falls on a Sunday, see specific cases below:
  - In 2010, July 4th falls on a Sunday, so the 4th of July holiday service is provided Mon. July 5th, NO Sun. service, REGULAR Sat. service.
  - In 2011, Dec. 25th falls on a Sunday, so Monday Dec. 26th is Christmas Day Observed. No Service for all beats on Sunday, Dec. 25th and Monday, Dec. 26th
  - In 2012, Jan. 1st falls on a Sunday, so Mon. Jan. 2nd is New Years Day Observed. No Service for all beats on Sunday, Jan. 1 and Monday, Jan. 2

## TABLE 3: Beats 16 & Santa Cruz Holiday Schedule

Non-Working Holidays for Beat 16 & SC, FY 2010-2015: Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day

Beat I. D.	Independence Day				
	2010	2011	2012	2013	2014
	Jul. 5, Monday	Jul. 4, Monday	Jul. 4, Wednesday	Jul. 4, Thursday	Jul. 4, Friday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	Labor Day				
	2010	2011	2012	2013	2014
	Sept. 6, Monday	Sept. 5, Monday	Sept. 3, Monday	Sept. 2, Monday	Sept. 1, Monday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	Veteran's Day				
	2010	2011	2012	2013	2014
	Nov. 11, Thursday	Nov. 11, Friday	Nov. 12, Monday	Nov. 11, Monday	Nov. 11, Tuesday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	Sunday After Thanksgiving Day				
	2010	2011	2012	2013	2014
	Nov. 28, Sunday	Nov. 27, Sunday	Nov. 25, Sunday	Dec. 1, Sunday	Nov. 30, Sunday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	Christmas Eve				
	2010	2011	2012	2013	2014
	Bt. 16 - Non-working Holiday (No Service); SC - Working Holiday (10am-4pm)				
16 & Santa Cruz					

Beat I. D.	Day After Christmas				
	2010	2011	2012	2013	2014
	Dec. 26, Sunday	Dec. 26, Monday	Dec. 26, Wednesday	Dec. 26, Thursday	Dec. 26, Friday
16 & Santa Cruz	Regular Service	Bt. 16 - Non-Working Holiday (No Service)	Regular Service	Regular Service	Regular Service

Beat I. D.	New Year's Eve				
	2010	2011	2012	2013	2014
	Dec. 31, Friday	(No Service); SC - Working Holiday (10am-4pm)			
16 & Santa Cruz	10:00-16:00				

Beat I. D.	Martin Luther King Day				
	2011	2012	2013	2014	2015
	Jan. 17, Monday	Jan. 16, Monday	Jan. 21, Monday	Jan. 20, Monday	Jan. 19, Monday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	President's Day				
	2011	2012	2013	2014	2015
	Feb. 21, Monday	Feb. 20, Monday	Feb. 18, Monday	Feb. 17, Monday	Feb. 16, Monday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

Beat I. D.	Memorial Day				
	2011	2012	2013	2014	2015
	May 30, Monday	May 28, Monday	May 27, Monday	May 26, Monday	May 25, Monday
16 & Santa Cruz	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00	13:00-19:00

**BEAT 16 & Santa Cruz WEEKEND SERVICE (FY 10/11 - FY 14/15)**

Period	Days and Time	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15
Summer	Sat & Sun 13:00-19:00	Jul. 3 - Sep. 5	Jul. 2 - Sept. 4	Jul. 6 - Sept. 2	Jul. 5 - Sept. 1	Jul. 4 - Aug. 31
Fall	Sun 13:00-19:00	Sep. 12 - Nov. 21	Sept. 11 - Nov. 20	Sept. 9 - Nov. 18	Sept. 8 - Nov. 24	Sept. 7 - Nov. 23
Thanksgiving	Sat & Sun 13:00-19:00	Nov. 26 - Nov. 28	Nov. 25 - Nov. 27	Nov. 23 - Nov. 25	Nov. 29 - Dec. 1	Nov. 28 - Nov. 30
Winter	Sun 13:00-19:00	Dec. 5 - Mar. 20	Dec. 4 - Mar. 25	Dec. 2 - Mar. 24	Dec. 8 - Mar. 23	Dec. 7 - Mar. 22
Spring Break	Sat & Sun 13:00-19:00	Mar. 26 - Apr. 17	Mar. 31 - Apr. 22	Mar. 30 - Apr. 21	Mar. 29 - Apr. 20	Mar. 28 - Apr. 19
Spring	Sun 13:00-19:00	Apr. 24 - May 22	Apr. 29 - May 20	Apr. 28 - May 19	Apr. 27 - May 18	Apr. 26 - May 17
Summer	Sat & Sun 13:00-19:00	May 28 - Jun. 26	May 26 - Jun. 24	May 25 - Jun. 30	May 24 - Jun. 29	May 23 - Jun. 28

**TABLE 4: Back-Up Truck Assignments *Starting June 2011***

BEAT	Primary Beat	Secondary Beat	Tertiary Beat
1	Beat 3-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
2	Beat 2-Back-up Truck	Beat 3-Back-up Truck	Beat 5-Back-up Truck
3	Beat 3- Back-up Truck	Beat 21- Back-up Truck	Beat 6-Back-up Truck
4	Beat 3-Back-up Truck	Beat 2-Back-up Truck	Beat 5-Back-up Truck
5	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 6-Back-up Truck
6	Beat 6-Back-up Truck	Beat 3-Back-up Truck	Beat 2-Back-up Truck
8	Beat 8-Back-up Truck	Beat 21-Back-up Truck	Beat 9-Back-up Truck
9	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
10	Beat 6-Back-up Truck	Beat 9-Back-up Truck	Beat 8-Back-up Truck
11	Beat 6-Back-up Truck	Beat 2-Back-up Truck	Beat 3-Back-up Truck
12	Beat 2-Back-up Truck	Beat 29-Back-up Truck	Beat 5-Back-up Truck
13	Beat 2-Back-up Truck	Beat 6-Back-up Truck	Beat 29- Back-up Truck
14	Beat 3-Back-up Truck	Beat 21-Back-up Truck	Beat 8-Back-up Truck
15	Beat 2-Back-up Truck	Beat 29-Back-up Truck	Beat 5-Back-up Truck
16	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
17	Beat 29-Back-up Truck	Beat 5-Back-up Truck	Beat 3-Back-up Truck
18	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 9-Back-up Truck
19	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 21-Back-up Truck
20	Beat 6-Back-up Truck	Beat 3-Back-up Truck	Beat 2-Back-up Truck
21	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 9-Back-up Truck
21X	Beat 21-Back-up Truck	Beat 8-Back-up Truck	Beat 9-Back-up Truck
22	Beat 21-Back-up Truck	Beat 5-Contractor	Beat 8-Back-up Truck
23	Beat 8-Back-up Truck	Beat 21-Back-up Truck	Beat 9-Back-up Truck
24	Beat 29-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
25	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 29-Back-up Truck
26	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 21-Back-up Truck
27	Beat 3-Back-up Truck	Beat 21-Back-up Truck	Beat 5-Back-up Truck
28	Beat 2- Back-up Truck	Beat 29- Back-up Truck	Beat 3-Back-up Truck
29	Beat 29-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
30	Beat 6-Back-up Truck	Beat 9-Back-up Truck	Beat 8-Back-up Truck
31	Beat 8-Back-up Truck	Beat 9-Back-up Truck	Beat 21-Back-up Truck
32	Beat 8-Back-up Truck	Beat 9-Back-up Truck	Beat 21-Back-up Truck
33	Beat 9-Back-up Truck	Beat 8-Back-up Truck	Beat 6-Back-up Truck
34	Beat 29-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck
35	Beat 5-Back-up Truck	Beat 21-Back-up Truck	Beat 2-Back-up Truck
36	Beat 5-Back-up Truck	Beat 2-Back-up Truck	Beat 29-Back-up Truck
37	Beat 29-Back-up Truck	Beat 5-Back-up Truck	Beat 2-Back-up Truck

**Beats with  
Back-up  
Trucks**

Beat 2  
Beat 3  
Beat 5  
Beat 6  
Beat 8  
Beat 9  
Beat 21  
Beat 29  
8 Trucks

\*Back-up truck assignments are subject to modification.

\*IF PRIMARY, SECONDARY, AND TERTIARY BACK UP CONTRACTORS ARE UNAVAILABLE, CONTRACTORS MUST CONTINUE DOWN THE LIST TO AVOID A FINE AND TO ENSURE THE FSP SERVICE IS PROVIDED AS CONTRACTED.

## **II. VEHICLES**

The FSP will utilize, at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP program shall have less than 25,000 miles on the cab and chassis, not previously registered (before the award of the contract) and model year shall be 2011 or 2010. Other equipment on the truck is not required to be new, but shall be in excellent condition and is subject to the approval of the CHP.

### ***A. Tow Trucks Only (see below for additional requirements for Beats 3 and 22)***

The tow trucks must meet the following criteria which are used to determine the safe towing limits for a truck: 1) the total weight of the truck, including the lifted load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR); 2) the truck must meet all applicable standards; 3) for proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

Each tow truck shall be equipped, at a minimum, with the following:

- Easy or Wheel lift, with a minimum lift rating of 3,000 pounds
- Proper safety straps
- Boom with a minimum static rating of 5,000 pounds
- Boom controls on both left and right side of truck
- Winch - 8,000 pound rating on the first layer of cable
- Trailer hitch capable of handling a 1 & 7/8-inch or 2 inch ball
- Motorcycle transporting capability
- Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds
- Tow chains 5/16-inch alloy or OEM specs., J.T. hook assembly
- Tail lights, brake lights, portable remote with extension cord (1 set)
- Dolly, portable for removing otherwise untowable vehicles (1)
- Safety chains a minimum of 5 ft. in length 5/19 alloy (2)
- Safety chain D-ring or eyelet mounted on rear of truck
- Rubber face push bumper (as referenced in this Appendix A, Section II.D)
- Four ton snatch block with hook (1)
- Twenty foot recovery chain with hooks on both ends (1)
- 4" x 6" x 12" wood blocks (2)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)

#### ***A1. Beats 3 and 22 Tow Truck Additional Requirements***

In addition to all of the requirements stated above, the tow trucks for Beats 3 and 22 are required to be Class A trucks with a maximum Gross Vehicle Weight Rating (GVWR) of 26,000 pounds, and built-in air compressors with an air line.



***B. Pick-up Trucks Only***

All pickup trucks are required to be: 1) less than one year old, 2) with a maximum of 5,000 miles at the onset of the contract, and 3) a size of half (1/2) ton (optional: extended or crew cab pick-up truck). A pick-up truck of any other size does not meet specifications. MTC SAFE or CHP will check the original purchase dates to ensure compliance.

***C. Flatbed Trucks Only***

The flatbed trucks utilized in the FSP must meet the following criteria which have been determined to be minimum requirements to provide safe limits for the trucks: 1) the total weight of the truck, including the load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings; 2) the truck must meet all applicable standards; and 3) for proper steering and braking, the front axle load must be a minimum of 50% of its normal or unladen weight after any load is in place.

Each flatbed truck is required to display an additional 20" x 20" FSP sign. The sign shall be adhered to the exterior back of the cab, directly below the window.

Each flatbed truck shall be equipped, at a minimum, as follows:

- The vehicle shall have a minimum GVWR of 21,000 pounds.
- The rear axle on the truck shall have a minimum rating of 15,000 pounds.
- The flatbed shall be made of steel (aluminum is not acceptable).
- The flatbed shall have a minimum length of 21 feet.
- The flatbed shall be equipped with a winch rated at minimum 8,000 pounds on first layer of cable.
- Winch cable: Minimum 50 feet, 3/8 inch diameter, with working limit of 3,500 pounds.
- The truck shall be equipped with a remote control to activate the winch. This control may be via a plug in lanyard line. The control must permit an operator the ability to control the winch while steering the vehicle being loaded.
- The flatbed shall be equipped with bed and winch controls on both sides of the vehicle.
- The flatbed shall be equipped with a minimum of eight (8) tie down locations: one near each corner of the bed and two more distributed along each side of the bed between the corner locations. The tie down locations must be capable of mounting a snatch block.
- The truck shall be equipped with a wheel lift rated at a minimum of 2,500 pounds.
- The truck shall be equipped with a rubber face push bumper.
- Trailer hitch capable of handling 1 7/8 inch and 2 inch balls.
- Set of four (4) axle straps.
- Set of four (4) tie down chains.

- Motorcycle transporting capabilities (tie down straps)
- Tail lights, brake lights, portable remote with extension cord.
- Four (4) safety chains (minimum 5 feet each) 5/16 alloy
- One (1) 20 foot chain with hooks both ends (recovery type chain)
- One (1) four ton snatch block with hook
- Two (2) 4" x 6" x 12" wood blocks
- Booster cables capable of reaching passenger vehicle parked to the rear or forward of the service vehicle.

***D. All Trucks Including Flatbeds and Pickups***

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. The list may be supplemented at the Contractor's option and expense. All equipment stored on top of the truck shall be secured to the truck.

- Unleaded gasoline (5 gallons)
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating of at least 4-B, C units (1)
- Pry bar - 36" or longer (1)
- Radiator water (5 gallons)
- 24" wide street broom (in good condition) (1)
- Square point shovel (1)
- Fuses (highway flares), 15 minutes (36)
- 28 inch blaze orange traffic cones (labeled "FSP") (6)
- Four way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)
- REQUIRED IF FEASIBLE FOR TRUCK MAKE/MODEL: Built-in air compressor, 3/8" diameter, quick coupler 50 ft. hose, 90 min. – 130 max. psi. All other vehicles must have a rechargeable air bottle, hoses, and fittings to fit tire valve stems with 100 psi capacity or truck mounted compressor or 12 volt compressor with 75 pound capability and ability to reach a passenger vehicles four mounted tires (includes pickup) parked to the rear or to the front of the service vehicle.
- Flashlight (3 D cell or larger) and spare batteries (1)
- Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
- Funnel, multi-purpose, flexible spout (1)
- 5-gallon can with lid, filled with sand (1)
- Lock out set (1)
- Trashcan with lid (5 gallon) (1)
- Mounted spotlight capable of directing a beam both front and rear.
- Lightbar system with amber warning lights with front and rear directional flashing capability, with on-off switch in cab. The directional light bar should be capable of displaying at least four (4) different patterns including right, left, split (center to outwards), and warning/flash, similar to Federal Signal Master Model SML8.

- External speaker and public address system.
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12 volt booster cables.
- Heavy duty, 60+ amp battery.
- Radios with the ability to communicate with the contractor's base office.
- Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both Caltrans and the CHP.
- Suitable cab lighting.
- Rear work lights.
- Hydraulic jack, 2 ton, trolley jack, lifting range 5 1/2" to 15 1/4" (1)
- Tool Kit including:
  - Screwdrivers- Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
  - Phillips head - #1 and #2 (1 each, min.)
  - Needle nose pliers (1)
  - Adjustable rib joint pliers, 2" min. capacity (1)
  - Crescent wrench - 8" (1)
  - Crescent wrench - 12" (1)
  - 4 lb. hammer (1)
  - Rubber mallet (1)
  - Electrical tape, roll (1)
  - Duct tape, 20 yard roll (1)
  - Tire pressure gauge (1)
  - Mechanic's wire (roll) (1)
  - Bolt cutters (1)

### ***E. Push Bumper***

All trucks, including Flatbeds and Pickups, are required to comply with the "Push Policy" described in the FSP SOP. Proficiency testing will include a "pushing" component. All vehicles should be equipped with Setina and/or a similar model of push bumpers. All mounted push bumpers should comply to the following specifications:

- 16" model or larger
- Rugged one-piece main structure made of 3/8" x 2 1/2" aluminum or steel
- 1/4" x 2 1/2" steel mounting brackets
- 1/4" x 1 1/2" x 1 1/2" cross support brace
- Replaceable 3/4" x 2 1/2" x 12" or 3/4" x 2 1/2" x 16" molded hard rubber push pads
- Black powder coat paint

### ***F. Inspections***

Prior to commencement of service, the CHP shall inspect each vehicle designated for the FSP, including back-up trucks, to ensure that it meets the vehicle specifications and equipment requirements and to ensure that it meets or exceeds safety requirements. These inspections shall occur one week prior to the start of service. Succeeding inspections will occur periodically. Locations of truck inspections will be designated by

the CHP. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed and the Contractor shall be fined, at a minimum, one-half truck hour at double the Contractor's hourly rate.

Documentation of the vehicle identification number and successful completion of the inspection shall be kept on file at the CHP offices in Vallejo and Contractor's base office.

The operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection inventory sheet shall be completed prior to the start of each shift. The sheets must be kept on file at the Contractor's office and available for CHP inspection upon request. Any item missing must be replaced prior to the start of the shift.

***G. Truck Color, Lettering/Markings and Rooftop Letters***

FSP vehicles bearing the service patrol's logo and vehicle identification number shall be painted white. All lettering on the truck shall be in blocked bold form in solid **black** only and parallel to the ground. Shading or lettering in any other color is prohibited. Letter size shall be no smaller than two (2) inches by (2) inches and no larger than four (4) inches by four (4) inches. Letters shall be placed on the lower body of the truck toward the cab only. With the exception of the markings listed (in the following paragraph, lettering or markings displayed anywhere else is prohibited (i.e., the boom, hood, door, etc.) and will be required to be removed at the Contractor's expense. The intent of these specifications is to maintain a uniform appearance throughout the FSP vehicle fleet.

MTC SAFE will supply each contractor with the appropriate number of vehicle rooftop letters for his/her beat(s). Contractors shall place rooftop letters on the roof of all trucks. If a marking is lost or damaged, the contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any MTC SAFE and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment. FSP markings as well as vehicle numbers (Contractor number – Truck number) shall be required on both sides of all trucks. The operator shall be required to keep the logos clean and in readable condition throughout the service patrol's operation.

FSP service vehicles (tow trucks and flatbed trucks only) must display Carrier Identification Numbers ("CA Numbers") on both sides of the vehicle. These numbers may be obtained by contacting the California Highway Patrol Motor Carrier Unit at (707) 648-4180. There is no fee for obtaining this number. The numbers must be in sharp contrast to the background, and be of a size, shape, and color that is readily legible during daylight hours from a distance of 50 feet.

Additionally, all FSP contractors must apply for a Motor Carriers of Property Permit. These permits are issued by the Department of Motor Vehicles (DMV). Applications may be obtained by calling 916-657-8153. Contractors will not be able to obtain this permit at the local DMV office. There are fees associated with this permit.

#### ***H. FSP Signage***

All trucks are required to display two magnetic signs during the FSP hours of operation. One sign, displaying the “FSP” logo, should be placed on both sides of the tow truck. MTC SAFE will supply each contractor with the appropriate number of detachable magnetic signs. If a sign is lost or damaged, the contractor shall be responsible for the cost of the replacement. The operator shall be required to keep signs clean and in readable condition throughout the service patrol's operation.

For those vehicles in which magnetic signs will not adhere, MTC SAFE will supply contractors with two (2) sign brackets per vehicle. These brackets should be mounted to each side of the tow truck for the purpose of displaying the FSP magnetic signage. It is the Contractor's responsibility to have all sign brackets mounted on vehicles, as well as, to ensure that the FSP magnetic signs are displayed during FSP service hours and immediately removed upon the completion of each shift.

All FSP signs and brackets shall be returned at the termination of the contract. The cost of any MTC SAFE and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

#### ***I. Dedicated FSP Vehicles***

The Freeway Service Patrol Program vehicles will be exclusively dedicated to the FSP at all times. FSP vehicles may not be used for commercial purposes during non-FSP hours. Only back-up trucks may be used for commercial purposes during non-FSP hours.

#### ***J. Substitution of Trucks Prohibited***

If the cost of a specified vehicle make and model is included in the proposal and the actual purchase price of the vehicle is less than that of the cost included in the “*Price Proposal Spreadsheet*”, the contractor's hourly rate will be adjusted down based on the actual purchase price of the vehicle. Thus, contractors will be required to provide the Project Manager with documentation verifying the purchase price of the vehicle.

The shifting or substitution of a vehicle, not included in the proposal for the beat, is prohibited. The only exception to this requirement is in the case of damaged and/or malfunctioning vehicles. If a truck is unable to provide service on its designated beat as a result of mechanical problems and/or damage, a back-up truck must be used to replace the out of service vehicle. Refer to the SOP, Chapter 6, Section 5 “Back-up Truck Service”. MTC SAFE reserves the right to cancel the contract at no cost to MTC SAFE if the Contractor purchases a tow vehicle different in make, model, and cost from what is included in the proposal.

In addition, if a Proposer lists a new truck with finance charges in the price proposal, then a new truck must be purchased for that beat. Existing contractors may not list back-up trucks on existing beats as new trucks in their price proposal. A truck previously used for FSP purposes must be listed at its current market value with no finance charges.

***K. On-Time Delivery of Trucks***

All trucks must be ordered no later than three (3) days after contract signing and all trucks must be ready at the start of the contract. Contractors must notify MTC SAFE immediately if any of the trucks are late. MTC SAFE may allow the temporary use of approved old FSP trucks if the new ones are not ready at the contract start date. Contractors will be paid 10% lower than the new rate for the beat until the new truck(s) are available for use. If one truck is late, including a back up truck, all trucks serving that beat will be paid at this lower rate. Under no circumstance should any truck be delivered over 30 days past the contract start date. MTC SAFE reserves the right to cancel the contract should any truck be delivered over 30 days late. Records must be kept regarding the ordering/purchasing of the vehicles, with the appropriate date and time stamps included.

**III. COMMUNICATION EQUIPMENT**

MTC SAFE will supply an in-vehicle Mobile Data Terminal (Ranger). Tow operators will use the Rangers for communicating with dispatch and documenting information regarding incidents to which they have either been dispatched or self-dispatched. The tow operator will utilize the voice radio when information regarding the incident is not reflected in the predefined Ranger codes. MTC SAFE-supplied Rangers shall be in addition to the Contractor's radios. The California Highway Patrol will dispatch the trucks.

If a tow truck driver is unable to understand a motorist of a disabled vehicle or any passengers, foreign language assistance is provided by the CHP linguistic service accessed through the call boxes. The FSP driver-introduction card (in four languages) may also be offered.

Programmable scanners capable of scanning CHP frequencies used by both Caltrans and CHP shall also be supplied by the contractor and shall be installed in all vehicles. All vehicles, including back-up trucks, shall be equipped with radios to enable the operator to communicate with his/her base office. The scanners and radios shall be supplied by the Contractor.

The service patrol vehicles (including back-up trucks) will be equipped with an external speaker and public address system. The speaker and address system will have the capability to allow the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the service patrol vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment and is liable for any stolen equipment or damage to the equipment, other than normal wear and tear, occurring while in the care, custody and control of the operator. MTC SAFE may deduct the repair costs, or if the equipment cannot be repaired, the full replacement cost of any MTC SAFE communications equipment damaged or destroyed while in Contractor's custody and control, from the

Contractor's monthly payment for the month in which MTC SAFE must replace or repair equipment. The MTC SAFE-supplied vehicle equipment shall be returned in full working condition upon contract termination. The replacement cost of any equipment not returned shall be deducted from the Contractor's final payment.

FSP communication equipment may not be used by the Contractor during non-FSP hours of operation.

#### **IV. BEATS WITH BACK-UP TRUCKS (BEATS 3, 5, 9, & 29)**

Proposers that bid on a beat that includes a back-up truck (Beats 3, 5, 9, & 29) are responsible for providing back-up service for all contractors requesting said service. To ensure that no one back-up contractor has the responsibility to back-up the entire fleet, primary through tertiary back-up truck assignments have been developed as a guideline for requesting back-up service. However, should the primary through tertiary back-up contractors be unavailable, requesting contractors are to continue down the list of back-up contractors until they find someone to provide the back-up service. Failure or the inability to provide back-up service due to insufficient staff, will result in a fine (see SOP, Chapter 6, Violations and Penalties). Refer to Table 4 of this *Appendix A* for a comprehensive list of back-up contractor responsibilities.

Proposers awarded contracts for beats with back-up trucks may also be called upon to temporarily serve as emergency contractors should any of the contracts on the regular beats need to be terminated due to contractor performance issues.

#### **V. DRIVER QUALIFICATIONS AND REQUIREMENTS**

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All operators shall be 18 years of age or older. Potential operators shall be subject to driving record and criminal background checks. The California Highway Patrol will be permitted to perform the background checks, and the driving record and criminal background checks shall be obtained by the CHP. Any operator convicted of a crime specified in paragraph (1), (2), (3), or (4) of Subdivision (a) of Section 13377 of the Vehicle Code or any operator not meeting the requirements put forth in the Tow Service Agreement (TSA) for Rotation Tow Operators (HPM 81.2, Vehicle Procedures Manual, Element 15, Annex F, "Criminal Conviction Disqualifications for Rotation Tow Operators/Drivers"), will be automatically excluded from the FSP. In addition, as a matter of policy, MTC SAFE may, in its sole discretion, require an operator to replace any driver whom it determines is not suitable to represent the FSP program with the public based on the CHP background check.

In accordance with Vehicle Code section 12804.9, all FSP Tow Operators must possess a medical certificate approved by the Department of Motor Vehicles that has been issued within two years of the date of the operation of the vehicle, is within the licensee's

immediate possession, and a copy of the medical examination report form from which the certificate was issued is on file with the DMV.

Potential operators shall be proficient and experienced in the tasks of tow truck operations and with all required FSP equipment, to ensure safe and efficient service. All potential operators must be capable of demonstrating their tow operating abilities at the tow proficiency test prior to formal CHP/Caltrans training and will be required to adhere to the requirements described in the FSP Operator's Manual (SOP). The Contractor shall pay drivers for the time spent in the tow proficiency test and any other required FSP training. Additionally, the operators will be required to exercise sound judgment in carrying out their duties.

Operators shall be required to inform the CHP Communications Center any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., removing a disabled vehicle to a designated drop location, etc. The FSP operator shall be required to complete assist records for each incident.

FSP operators shall not leave the beats except for the following reasons: 1) to provide the operator, on shifts which include the hours between 10 a.m. and 3 p.m., with an unpaid meal break of no longer than 30 minutes, and 2) to provide the operator with one rest period of no longer than 15 minutes per three (3) or four (4) hour shift segment, or as designated by the CHP or other Peace Officer. Only one (1) FSP truck per beat at a time may be out of service for the above reasons. During these break and rest periods, a back up truck will not be required.

The CHP, Caltrans, and MTC SAFE maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol will be dismissed immediately. The Contractor shall be responsible for finding a replacement driver for that vehicle. The Contractor shall maintain a written substance abuse policy requiring alcohol and drug testing for all drivers who work in the FSP program, consistent with Federal Highway Administration (FHA), Department of Transportation (DOT) CFR 49 part 382, Regulations on Controlled Substance and Alcohol Use and Testing. For details, refer to the SOP.

Upon receiving a damage complaint from a motorist assisted by the operator alleging that the operator damaged his/her vehicle while lending assistance, the CHP will normally conduct an investigation into the circumstances of the complaint. If the investigation shows that the operator could have caused the damage to the vehicle, then the Contractor will negotiate in good faith to try and resolve the issue and report to the CHP the result of the negotiations. All complaints are to be resolved within a reasonable period of time after being received.

All beats require back up drivers. When necessary and with the approval of the CHP, the provision of completing operations proficiency exams for a back up driver may be



waived prior to attending the training session, however, completion of operations proficiency must be completed before certification of a back up driver. Back up drivers must be certified operators, who have successfully completed the mandatory 3-day certification training conducted by CHP, no exceptions.

Contractors are required to have one (1) back-up driver for beats with 3 or less trucks and 2 back-up drivers for beats with four (4) or more trucks. For example, if a contractor has a 4 truck beat, it must have a minimum of two back-up drivers. If a previous certified back up driver has been away from the program less than twelve months, he/she must successfully complete a criminal history background check conducted by CHP, before operating under the FSP program. However, if a back-up driver has been away from the program more than twelve-months they must be re-certified before operating a vehicle under the FSP program.

FSP drivers must possess a valid DL-64 (Tow Truck Driver Clearance) application and current medical certification to operate an FSP tow truck, no exceptions.

## **VI. DRIVER PROFICIENCY, TESTING AND TRAINING**

### ***A. General Proficiency and Testing Requirements***

**All FSP operators are required to be trained and proficient in towing operations prior to working in the FSP program.** The use of dollies and recovery procedures, including the towing of over-turned vehicles and removing vehicles from the lane of traffic using push bumpers, are considered normal towing operations. This requirement is the contractor's responsibility. New operator applicants shall be tested for basic towing proficiency prior to being allowed in the FSP program. Those operators found to be deficient in towing skills during the proficiency testing or during any subsequent period shall be removed from the program by the CHP, acting on behalf of MTC SAFE, until their proficiency is satisfactory.

Contractors shall ensure that all operators, including back-up operators, participate in FSP ride-alongs with experienced FSP tow operators, while performing FSP towing operations, for two full 4 hour shifts (or for a total of 8 hours) prior to participating in the proficiency test.

### ***B. 3-Day Proficiency Testing and Certification Training Requirement***

Those FSP tow operator applicants who pass background checks, driver's records checks, the proficiency test, and are otherwise found to be acceptable to work in the program, are required to successfully complete a three (3) day training course provided by the CHP. This course is required by law. There is no charge for the course, however, the Contractor shall be responsible for the students travel to and from the classes and for the salaries of the students while participating in the course. While the Contractor will not be responsible for paying the FSP Certified Driver rate to the trainees who have yet to become FSP Drivers, the students in the FSP Certification Class must be paid at the minimum requirement noted in Section II.A.9. No driver shall begin patrolling without

successful completion of this required course. Any driver who is found on FSP patrol without successful completion of this mandatory training shall be prohibited from any further FSP service and the Contractor's contract will be terminated immediately for cause. If a Contractor runs out of certified drivers, a back up truck and driver must be obtained; uncertified drivers shall not be used at any time. Contractors shall be fined for failure to provide services due to lack of certified driver availability and/or their contracts may be terminated for cause.

***C. Quarterly Refresher Training Requirement***

All FSP operators are required to participate in 2 hours of FSP related training once each quarter of the calendar year in order to maintain certification. There is no fee for this training; however, Contractors shall pay the wages of their employees to attend. This required training is presented by the FSP program and will occur at hours removed from regular FSP work hours. This training will concern any topic deemed to be important to further develop FSP services or safety for FSP employees.

***D. General Training Information***

The Contractor will be allowed to train as many drivers as he/she deems necessary to support his/her operations as long as the training classes have space to accommodate, however, the training for new operators normally is given only once during each quarter of the calendar year. It is the full responsibility of the Contractor to ensure he/she has sufficient number of trained FSP personnel to support his/her FSP regular and back up operations between scheduled classes. The Contractor must allow for injuries, sick personnel, family emergencies, terminations of employment, and any other incidents which may adversely effect the number of trained personnel available to work.

The required FSP training shall include, but is not limited to, the following:

1. Tow Truck Driver and Motorist Safety;
2. Patrol Responsibilities;
3. Vehicle Operation;
4. Traffic Control and Scene Management;
5. Communications Procedures;
6. Demeanor and Courtesy;
7. How to Handle Gratuities/Tips;
8. How to Handle Unusual Situations; and
9. Sexual Harassment.

**VII. MEETING ATTENDANCE**

***A. Contractor Quarterly Safety Meetings***

Mandatory occupational driver safety meetings shall be scheduled during non-FSP hours. The occupational driver safety meetings shall occur quarterly for one (1) hour each

meeting. The meetings shall take place at a location of the Contractor's choice. Contractors shall pay all FSP operators and back-up drivers for attending the training. Contractors shall provide meeting minutes to the CHP for their records.

***B. Contractors' Meetings***

The Contractor must be represented by the Contract Owner or the Contractor's FSP manager at the tow contractor meetings, held once every two months on the second Tuesday. If a Contractor or his/her representative misses a meeting, he or she will be fined for two hours at the Contractor's lowest hourly rate.

Contractors may specifically be required to attend "Contractors' Meetings", "Quarterly Refresher Trainings" or special meetings as required by MTC SAFE.

**VIII. COMPENSATION**

1. General Compensation. Contractors will be paid no later than the 21<sup>st</sup> day of the month or by the 3<sup>rd</sup> Monday of the month. Compensation is based on actual time on the beat; travel time to the beat will not be compensated. Contractors will be paid for a back-up truck only if it provides service as directed by CHP, MTC SAFE or Caltrans. If a truck breaks down, the contractor will only be compensated for actual time on the beat. Refer to the SOP for back-up truck service compensation.

Drivers must be paid a wage of at least \$11.00 per hour with health benefits or \$12.00 per hour without health benefits, which may be verified through the audit clause in the contract.

2. Compensation for Additional Service. The CHP Dispatch or an on-duty CHP FSP officer will approve work in excess of regular service hours. Payment will be made in 15 minute increments on the basis of straight time.
3. Special Event Compensation. Contractors will be paid at their current hourly rate for providing FSP service for "special events." Special Events are defined as all requests for additional service above and beyond regular service. Service for Special Events does not require a contract amendment.
4. Limited Projects. Contractors will be paid at their current hourly rate for providing FSP service for "limited projects." Limited projects are defined as projects that require service for periods longer than one month and shorter than the contractor's period of performance of the contract. Service for this type of project does not always require a contract amendment.
5. Use of Back up Trucks for Traffic Mitigation Projects (TMP). Contractors will be paid at their current hourly rate for providing FSP service for Caltrans "TMP projects". Back-up trucks may be called upon to provide towing service for TMP

projects throughout the course of the contract. Service for this type of project does not always require a contract amendment.

6. Fuel Compensation. MTC SAFE will set the tow vehicle fuel price to be included in the Contractors' proposal bids. However, the contract will specify ranges whereby accommodations for rising or falling fuel prices will be made. For details *Appendix D, Sample Contract*.
7. Non-Allowable Costs. All items included in the price proposal spreadsheet are approved, eligible costs that MTC SAFE will include in the Contractor's hourly reimbursement rate under the contract. The following is a list of non-allowable costs, which are NOT to be included in the price proposal spreadsheet, and are NOT eligible for reimbursement under the contract:
  - Budgeting for a back up driver, who may be paid overtime if he has already worked 40 hours during the week; and
  - Budgeting to account for back up service that may be needed from other contractors throughout the duration of the contract.

No additional compensation will be given for the (1) bi-monthly Tow Contractor's meeting; (2) driver training, (3) quarterly driver meetings, and (4) occupational driver safety meetings. Since the Contractor is required to pay for these meetings/training sessions, these costs should be incorporated into the price per hour per truck. MTC SAFE can inspect or audit maintenance records, fuel costs, or request information on drivers' pay.

8. Legal Actions. If an FSP driver is subpoenaed to testify in regards to a claim against the tow contractor or other legal action, the subpoenaed driver is to be paid his/her normal hourly wage by the Contractor. MTC SAFE will not reimburse the Contractor.

## **IX. OPERATOR UNIFORM**

It shall be the responsibility of the Contractor to provide all operators working thirty (30) or more hours with five uniforms. Failure to meet this uniform requirement will result in a Contractor violation as listed in the SOP. The operator uniform should consist of navy blue jump suits and/or shirts and pants, a FSP hat and a class 3 reflectorized safety vest. If coveralls are worn, they shall have two-way zip front with a heavy-duty brass zipper. Coverall or shirtsleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coverall and shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape-holding Sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. All main seams shall be at least double stitched with good quality thread. Shirts or coveralls shall have one or two chest pockets.

Double striping shall be sewn around both sleeves and both leg cuffs and across the upper back of all uniforms. The first layer of the striping shall be lime green between 2 <sup>3</sup>/<sub>4</sub> inches wide and the top layer should be a 1/2 inch reflective white striping.

The first initial of the first name and full last name shall be embroidered on either side of the uniform opposite the FSP patch. Letters shall not exceed 1/2 inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option. The 2 1/2 inch pocket patch shall be sewn on the opposite side of driver's name and the 7 inch FSP patch shall be sewn on the back of the uniform. Initial uniform patches will be provided by MTC SAFE at the onset of the contract, additional patches may be purchased from MTC SAFE (refer to *Appendix C Merchandise Order Form* for cost).

During cold weather, a navy blue or white sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may replace the sweater or sweatshirt at the Contractor's option, if it meets all the uniform specifications.

All reflective safety vests shall be a minimum of Class 3 safety vests requirements and shall be in accordance with California Code of Regulations, Title 8, Section 1598. That Section describes the color of the vests and states in hours of darkness the garments shall be retroreflective and visible at a minimum of 1,000 feet. These vests shall be provided by contractual agreement. The FSP logo (patch) shall be attached to the center of the back of each vest. The small FSP logo patch shall be attached on the left front pocket area of the vest. The FSP tow truck driver's name shall be clearly visible and either sewn on or attached to the vest.

Contractors shall provide rain gear for all drivers. Contractors shall purchase rain gear for all FSP drivers prior to the commencement of service. Yellow rain gear with the FSP logo and reflective stripping may be purchased through the following vendor:

**Aramark Uniform Services**

5000 Forni Drive  
Concord, CA 94520  
Office: (925) 827-3782  
Fax: (925) 685-0890

Contractors are not required to purchase rain gear from *Aramark*. However, contractors may incur substantial costs associated with logo artwork for raingear purchased through an alternative vendor.

One hat per certified driver will be provided by CHP upon the completion of driver training. The hat is a baseball-type cap, navy blue in color with the FSP logo above the brim. No other hat will be allowed to be worn during FSP hours of operation. Additional uniform requirements, such as hard hats, may be required on certain beats. If necessary, one hard hat per certified driver will also be provided by MTC SAFE.

All FSP drivers shall wear general duty black work boots with protective steel toe and oil resistant sole. Work boots shall be provided by the drivers themselves.

The uniform requirement will be strictly enforced. Beards and haircuts must be neat in appearance.

## **X. STANDARD OPERATING PROCEDURES**

The guidelines and policies of the FSP program are set forth in the FSP Standard Operating Procedures (SOP), which is incorporated into this RFQBI by reference and will be incorporated into the resulting contract between the Contractor and MTC SAFE. **In the event of a discrepancy between this RFQBI and the SOP, the more stringent provision with respect to Contractor performance shall apply.** The manual will be distributed at the Proposers' Conferences in October.

In addition to CHP field supervision, a Fleet Manager will utilize the Automated Vehicle Locator (AVL) System to verify SOP compliance. This system tracks all FSP vehicles to ensure that tow operators sign-on/off, enter and leave the corresponding beat, and provide the required service during the timeframe indicated in the Implementation Plan. An AVL penalty shall be levied for each SOP violation.

## **XI. OTHER OPERATIONS REQUIREMENTS**

The Contractor shall maintain a local office with concurrent communications (i.e. telephone, facsimile, and e-mail service) from which he/she or a responsible representative, who has the authority to conduct business and make decisions on behalf of the contractor, can be contacted during the service hours of operation for the length of the contract. Contact by pager is not sufficient. During business hours, the Contractor (or his/her designated representative) shall respond to telephone calls, faxes and e-mail received from CHP, Caltrans or MTC SAFE within two hours if action or response is required. Failure to respond will result in a fine of one hundred dollars (\$100.00), unless MTC SAFE determines that the delay was reasonable, under the circumstances. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.

Paperwork that results from the operation of these beats shall be collected and mailed to Caltrans as specified in the FSP SOP. Mailing costs are part of the contractor's administrative costs.

Contractors will be responsible for establishing and enforcing a drug policy. Please refer to the FSP Operator's Manual (SOP) for details.

If a Contractor is terminated for cause or defaults within the contract period, if directed by MTC SAFE, the defaulting contractor agrees to sell the vehicles at market value calculated using the Kelly Blue Book, or equivalent, to the Contractor identified by MTC SAFE.

**APPENDIX B, STEP 1: QUALIFICATION REQUIREMENTS &  
STANDARD PROPOSAL DOCUMENTATION**

**Step 1 Documents Due: *Thursday, October 21, 2010, 2:00 pm***

<b>Form A</b>	<b>Cover Letter</b>
<b>Form B</b>	<b>Business License</b>
<b>Form C</b>	<b>Experience</b>
<b>Form D</b>	<b>Designated Manager</b>
<b>Form E</b>	<b>Local Office/Beats for Qualification</b>
<b>Form F</b>	<b>Office Staff</b>
<b>Form G</b>	<b>Financial Responsibility</b>
<b>Form H</b>	<b>Insurance</b>
<b>Form I</b>	<b>Wages and Benefits</b>
<b>Form J</b>	<b>References</b>
<b>Form K</b>	<b>Good Standing</b>
<b>Form L</b>	<b>Certification of Debarment</b>
<b>Form M</b>	<b>Certification of Restrictions on Lobbying</b>
<b>Form N-1</b>	<b>Local Agency Proposer UDBE Information (Consultant Contracts)</b>
<b>Form N-2</b>	<b>Local Agency Proposer DBE Information (Consultant Contracts)</b>
<b>Form O</b>	<b>California Levine Act Statement</b>



If Proposer is a Corporation, insert state of incorporation: \_\_\_\_\_.

## **Form B      Business License**

\*All bidders must attach a copy of their current business license from the city in which their facility is located to this form.

---

(Business License Number)

---

City in which business license was obtained

---

(Business License Classification)

---

(Contractor Name)

---

(Facility Location Street Address; or proposed staging/parking/satellite location)

---

(City, State, Zip Code)

---

(Signature of Authorized Official)

---

(Type/Write Name of Authorized Official)

---

(Type or Write Name of Company)

**Form C      Experience**

<b>Experience</b>	<b># of Years</b>
Number of years on tow rotation with CHP or FSP	
Number of years of highway/freeway tow experience (law enforcement, auto clubs, etc.)	
Total number of years of tow service experience	

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(Signature of Authorized Official)

**Form D      Designated Manager**

Name of designated manager for the FSP project: \_\_\_\_\_

Number of years of experience in towing industry or similar field: \_\_\_\_\_

Location/company where experience in towing industry or similar field was obtained:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

## Form E      Local Office/Beats for Qualification

Office Location:

---

(Contractor Name)

---

(Facility Location Street Address; or proposed  
staging/parking/satellite location)

---

(City, State, Zip Code)

Is this a proposed staging/parking/satellite location? (circle one)    YES    NO

Beats within 30 minutes driving time (at the speed limit) of facility location that the Bidder  
would like to qualify for:

Beat Number	Number of Minutes to Beat from Facility Location

---

(Signature of Authorized Official)

**Form F      Office Staff**

Name of office staff person who has the authority to conduct business and make decisions on  
behalf of the contractor: \_\_\_\_\_

Title/Role: \_\_\_\_\_

---

(Signature of Authorized Official)

## **Form G      Financial Responsibility**

\*All bidders must attach two of the following four items to this form.

- (1) a reference letter from your bank;
- (2) Federal Income Tax Returns from the two most recent years available;
- (3) Profit/Loss Statement for the two most recent quarters available, and/or
- (4) Dunn and Bradstreet Report or credit report by a recognized credit reporting service, issued after August 31, 2010.

The financial responsibility information is requested for determining financial responsibility only and will be received as confidential by MTC SAFE. As such, it will not become part of MTC SAFE's public record.

Only one copy of documentation relating to the Proposer's financial responsibility is necessary. This information should be packaged separately. It is not necessary to include copies of financial information with each copy of the proposal. This information will be received as confidential and shredded upon committee action on the tow contract awards.

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(Signature of Authorized Official)

## Form H Insurance

Each selected Contractor must have original insurance certificates and the required endorsements approved by MTC SAFE on file before contract performance begins. Insurance carriers shall be required to have an established place of business in California.

Contractor acknowledgement to obtain and maintain, at its own expense, in effect for the duration of the contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

Yes (√)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.</b>
<input type="checkbox"/>	(1) Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE;
<input type="checkbox"/>	(2) Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;
<input type="checkbox"/>	(3) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit);
<input type="checkbox"/>	(4) Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage;
<input type="checkbox"/>	(5) On-hook Insurance of at least \$80,000 per accident;
<input type="checkbox"/>	(6) Inland Marine Floater Insurance of at least \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher; and
<input type="checkbox"/>	(7) Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.
<input type="checkbox"/>	<p>(8) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MTC SAFE. At the option of MTC SAFE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MTC SAFE, its officials and employees, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.</p> <p>Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:</p> <p>1. MTC SAFE, the California Highway Patrol (CHP), Caltrans, their Commissioners, directors, officers, employees and agents are to be covered as additional insured under the coverages specified herein Form H, as respects: general liability arising out of activities performed by or on behalf of CONTRACTOR; automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage</p>



	<p>shall contain no special limitations on the scope of protection afforded to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.</p> <p>2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents. Any insurance or self-insurance maintained by MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.</p> <p>3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.</p> <p>4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.</p> <p>5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MTC SAFE.</p>
--	--

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is a successful proposer.**

Type or Write Name of Company	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQBI provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFQBI, compliance with the insurance requirements will be assumed.**

## Form I      Wages and Benefits

Contractor acknowledgement to pay tow operators (and be able to verify, with audited financial records) a wage of at least \$11.00 per hour with health benefits or \$12.00 per hour without health benefits. In addition, MTC SAFE requires that tow contractors pay their tow operators the wages and benefits included in the Price Proposal Spreadsheet included in Step 2: Price Proposal, Form S should the Proposer pass Step 1: Qualifications.

Acknowledgement of Wages and Benefits:

<b>By signing below, you acknowledge and agree to pay tow operators at least the hourly rate listed above, and will provide MTC SAFE with verifiable audited financial records.</b>	
Type or Write Name of Company	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

## Form J      References

Name of Bidding Contractor:

Representative Name & Title:

Phone Number and Email:

Contractors must provide four (4) references, three (3) of which must respond to the MTC questionnaire. Contractors must receive an average of 3.5 on a scale of 1 to 5. References should be from individuals, companies, law enforcement agencies, service clubs, public agencies, etc., who are knowledgeable of the Proposers experience and capabilities with regard to towing services. Proposers are encouraged to include references from public agencies and/or other clients for whom they have performed services similar to those described in this RFQBI. References from relatives and/or current FSP Staff will not be accepted.

1. Client's Name

Contact Person

Phone and Fax

E-mail

Address

Type of Work Performed

2. Client's Name

Contact Person

Phone and Fax

E-mail

Address

Type of Work Performed

3. Client's Name

Contact Person

Phone and Fax

E-mail

Address

Type of Work Performed

4. Client's Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone and Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Work Performed \_\_\_\_\_

*The Sample Reference Form to be sent by MTC to Bidder's listed references is shown below. This is for reference only and should not be completed by Bidder.*



**BAY AREA FREEWAY SERVICE PATROL PROGRAM  
FY 2012 TOW CONTRACT  
REFERENCE CHECK FORM**

<Proposer Company Name>: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Company: \_\_\_\_\_

<Proposer> has submitted a proposal with the Bay Area Freeway Service Patrol Program and you were listed as a reference. <Proposer> has authorized you to provide the following information related to their past experience and performance. **Please complete this form and fax to the attention of Nina Rohlich at (510) 817-5878 or e-mail at [nrohlich@mtc.ca.gov](mailto:nrohlich@mtc.ca.gov) by <submission deadline>.**

- 1.) Please describe your knowledge of <Proposer's> experience and capabilities with regard to their tow services. Also, please describe the type of work they performed for you.
  
- 2.) How satisfied were you with the work <Proposer> performed for you, on a scale of 1-5, with 1 being "Completely Dissatisfied" and 5 being "Totally Satisfied"?
 

1	2	3	4	5
<i>Completely Dissatisfied</i>				<i>Totally Satisfied</i>
  
- 3.) On a scale of 1-5, with 1 being "Almost Always" and 5 being "Never", how often did you encounter problems with <Proposer's> level of performance and/or customer service?
 

1	2	3	4	5
<i>Almost Always</i>				<i>Never</i>
  
- 4.) On a scale of 1-5, with 1 being "Poor" and 5 being "Exceptional", how would you rate <Proposer's> overall quality of service?
 

1	2	3	4	5
<i>Poor</i>				<i>Exceptional</i>
  
- 5.) How strongly would you recommend <Proposer> for a contract with our program, on a scale of 1-5, with 1 being "Would NOT recommend" and 5 being "Would DEFINITELY recommend"?
 

1	2	3	4	5
<i>NOT recommend</i>				<i>DEFINITELY recommend</i>
  
- 6.) Thank you for taking the time to complete this reference form. Is there anything else that you think the FSP Partners might find helpful in making a decision with respect to selecting <Proposer> for the Freeway Service Patrol Program?

## **Form K      Good Standing**

If you are a new contractor or an existing FSP contractor, please check whether any of the following apply to you:

All Contractors (existing and new):

\_\_\_\_\_ At some point in the past 12 months from the RFQBI submittal date, my company has **not** been in good standing with the CHP rotational tow program.

Existing FSP Tow Contractors Only:

\_\_\_\_\_ At some point in the past 12 months from the RFQBI submittal date, my company has been on probationary status with the FSP program.

\_\_\_\_\_ My company has received a letter of reprimand from the FSP program partners.

\_\_\_\_\_ My company has been terminated from the FSP program in the past three (3) years.

**Note:** If in the CHP rotational tow program and **not** in good standing, the number of beats awarded may be limited. If an Existing FSP Tow Contractor is on probationary status, has received a letter of reprimand within the past 12 months from the RFQBI submittal date, or is not in good standing with rotational tow, then the FSP Tow Contractor will only be eligible to have one tow contract with MTC SAFE. Example 1: If an FSP Tow Contractor has two beats and one contract expires, then said Contractor is not eligible to bid. Example 2: If an FSP Contractor has one beat and one expires, then said Contractor is eligible to receive one bid in the current procurement.

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(Signature of Authorized Official)

**Form L      CERTIFICATION OF DEBARMENT**

\_\_\_\_\_[NAME OF CONTRACTOR], certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of the certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

\_\_\_\_\_[NAME OF CONTRACTOR], is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

\_\_\_\_\_[NAME OF CONTRACTOR], CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 *et seq.* ARE APPLICABLE THERETO.

\_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(type or print name and title)

## FORM M CERTIFICATION OF RESTRICTIONS ON LOBBYING

### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_ (Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Original – Local agency files



## **INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT (CONSULTANT CONTRACTS) (Revised 03/09)**

### **ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
AGENCY: _____ MTC SAFE _____		LOCATION: _____ 101 8 <sup>th</sup> Street, Oakland, CA _____		
PROJECT DESCRIPTION: _____ MTC SAFE Freeway Service Patrol _____				
TOTAL CONTRACT AMOUNT: \$ _____				
PROPOSAL DATE: _____				
PROPOSER'S NAME: _____				
CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE
For Local Agency to Complete:			Total Claimed Participation	\$ _____  _____%
Local Agency Contract Number: _____				
Federal Aid Project Number: _____				
Federal Share: _____				
Contract Award Date: _____				
Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.				
Print Name _____ Signature _____ Date _____ Local Agency Representative			Signature of Proposer _____	
(Area Code) Telephone Number: _____			Date _____ (Area Code) Tel. No. _____	
For Caltrans Review:			Person to Contact _____ (Please Type or Print)	
Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer			Local Agency Bidder - DBE Commitment(Rev 3/09)	

(2) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS) (Revised 03/09)

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## Form O, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX B, STEP 2: PRICE PROPOSAL DOCUMENTATION**

\*To be submitted only if contractor received notification from MTC stating that contractor has passed Step 1: Qualifications.

**Step 2 Documents Due: *Thursday, November 18, 2010, 2:00 pm***

<b>Form P</b>	<b>COVER LETTER (Step 2)</b>
<b>Form Q</b>	<b>VEHICLE INFORMATION</b>
<b>Form R</b>	<b>PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION</b>
<b>Form S</b>	<b>PRICE PROPOSAL SPREADSHEET</b>
<b>Form T</b>	<b>PRICE PROPOSAL</b>

**Form P COVER LETTER (Step 2)**

TO: Nina Rohlich  
MTC SAFE  
101 – 8<sup>th</sup> Street, Oakland, CA 94607-4700

DATE: \_\_\_\_\_

FR: PROPOSER: \_\_\_\_\_ BEAT (S): \_\_\_\_\_

In response to the Request for Qualifications Bid Invitation (RFQBI) for the Freeway Service Patrol (FSP), we the undersigned hereby declare that we have carefully read and examined the RFQBI documents and hereby propose to perform and complete the Work as required in the RFQBI and as indicated in these Proposal Documents.

The undersigned agrees to supply the proposed services at the price indicated in its price proposal if its proposal is accepted within 180 days from the date specified in the RFQBI for receipt of proposals. Further, the undersigned agrees to initiate such services within 90 days of notification of award.

**By signing below, you are certifying that all information submitted to MTC SAFE in this RFQBI is accurate.**

If awarded a Contract, the undersigned agrees to execute a Contract substantially similar in form to the Contract included in this RFQBI, Appendix D, and to deliver to MTC SAFE prior to execution of the Contract the necessary original Certificates of Insurance and endorsements, as required therein.

The undersigned hereby certifies that it will not unlawfully discriminate against any employee or applicant for employment or any motorist intended to be a beneficiary of the FSP service with regard to race, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation or age.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFQBI Documents: Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

How many total beats are you bidding on? \_\_\_\_\_

What are the maximum number of beats you will accept? \_\_\_\_\_

Proposer represents that the following person is authorized to negotiate on its behalf with the MTC SAFE in connection with this RFQBI:

\_\_\_\_\_  
(Name) (Title) (Phone)

By: \_\_\_\_\_  
(Contractor Name) (Signature of Authorizing Official)

\_\_\_\_\_  
(Street Address/P.O. Box) (Type or Print Name)

\_\_\_\_\_  
(City, State, Zip Code) (Title)

\_\_\_\_\_  
(Business License Number) (Telephone/Fax Number)

\_\_\_\_\_  
(Business License Classification) (Tax I.D. Number)

Proposer is a: (Circle One: Sole Proprietorship; Corporation; Partnership).

If Proposer is a Corporation, insert state of incorporation: \_\_\_\_\_.

**Form Q      VEHICLE INFORMATION**

PLEASE PROPOSE EACH BEAT SEPARATELY.

Beat No: \_\_\_\_\_ Beat Location: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Parking/Staging/Satellite Location (If Applicable): \_\_\_\_\_

Estimated Travel Time to Beat: \_\_\_\_\_ Total No. of Trucks: \_\_\_\_\_

**Vehicle Information  
(VEHICLE QUOTES MUST BE ATTACHED)**

	Truck No. 1	Truck No. 2
Manufacturer:	_____	_____
Model:	_____	_____
Year:	_____	_____
Current Mileage:	_____	_____
Vehicle Identification No.:	_____	_____
	Truck No. 3	Truck No. 4
Manufacturer:	_____	_____
Model:	_____	_____
Year:	_____	_____
Current Mileage:	_____	_____
Vehicle Identification No.:	_____	_____

Provide vehicle information on all trucks, including back-up trucks for beats requiring back-up trucks. (Attach extra copies of this form, if necessary). If you do not currently own all trucks needed for beat service, include an explanation below of how you plan to acquire them. If the contractor so indicates his/her intention to purchase a new vehicle(s), contractor is obligated to use the new vehicle(s) on the specific beat noted on the top of this page.

Truck Acquisition Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Form R PRICE PROPOSAL SPREADSHEET LINE ITEM DESCRIPTION

Below is a worksheet designed to assist Bidders with the completion of the "Price Proposal Spreadsheet" located on the next form. Both forms are required bid documents and must be completed. All figures listed here should be reflected in the price proposal spreadsheet, Form S. For a listing of non-allowable costs, which should NOT be included in the price proposal spreadsheet, please see Appendix A, *Section VIII. Compensation, # 7 Non-Allowable Costs*.

### **A. VEHICLES & EQUIPMENT**

#### **1. Vehicles**

**1a. Tow Trucks** (*List the name of truck dealer and manufacturer/builder and the cost of each completely outfitted truck. Specify any discounts given for the purchase of multiple trucks*):

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**1b. Pick-up Truck** (*List the cost per truck, dealer and builder or state "N/A" if non-applicable*):

---

---

**2. Finance Charges** (*List the name of the company financing the loan and the finance charges per year for each truck*):

---

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**3. Insurance & Vehicle Registration Fees** (*List the annual cost of insurance for Employer's Liability (\$1,000,000), Commercial General Liability (\$1,000,000), Owned, Non-Owned and Hired Automobile Liability (\$1,000,000), Inland Marine Floater Insurance (for any and all equipment supplied by and belonging to MTC SAFE, insuring against all risks with a maximum deductible of \$250. The policy shall provide coverage in the amount of \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher), On-Hook Liability insurance (\$80,000), and Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Also, list the annual cost of vehicle registration per vehicle*):

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**FORM R. -CONT.**

**4. Fuel**

**4a. Tow Trucks** (*List the # of gallons of fuel estimated per month per truck*):

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**4b. Pick-up Trucks** (*List the # of gallons of fuel estimated per month per truck*):

---

---

**4c. Motorist** (*List the # of gallons of fuel estimated per month per truck*):

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**5. Vehicle Maintenance**

**5a. Parts Replacement** (*Please specify the type of parts replaced, occurrence of replacement and the cost for replacement per truck*):

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**5b. Vehicle Maintenance/Labor** (*Please specify the type of routine maintenance, occurrence, and cost per truck*):

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**6. FSP Equipment /Supplies** (*Please specify the quantity and cost of each item included in this category. For ex. Driver uniforms, raingear, and equipment listed on "FSP Merchandise Order Form" included in Appendix C.*):

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**B. MANAGEMENT & DRIVERS**

**7. FSP Management Costs** (*Specify the items included in "management costs" and list the costs per year.*):

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**FORM R. -CONT.**

**8. FSP Driver Costs**

**8a. Wages** (*Specify the wage rate of each FSP driver; and list any anticipated raises and overtime*):

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**8b. Workers Compensation** (*List the annual cost of workers compensation insurance per FSP driver*):

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**8c. Taxes** (*List annual cost of taxes per FSP driver per year*):

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**9. FSP Driver Benefits**

**9a. Vacation/Holidays/Sickdays** (*List annual cost of paid vacation, holidays, and sick time, per driver or state "N/A" if non-applicable*):

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**9b. Retirement** (*List the company retirement contribution and describe retirement plan or state "N/A" if non-applicable*):

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**9c. Medical, Dental, Vision** (*Describe provided benefits and cost per driver. Specify whether or not dependents are included*):

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**10. Driver Admin** (*List costs associated with driver's attendance at FSP and company training sessions, 15 minute pre-operation vehicle inspections, and medical certification*):

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**FORM R. -CONT.**

**C. ADMINISTRATION**

**11. Administrative Costs** (*Specify items and annual cost of each item included in this category*):

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**12. Other** (*Specify items and annual cost*)

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## FORM S    PRICE PROPOSAL SPREADSHEET

Items	Units	Costs			
A. Vehicles & Equipment	Unit	No. of Items	Cost per Unit	Total Cost	% of T Cost
1. Vehicles					
a. Tow Trucks	Trucks		\$0.00	\$0	0.00%
b. Pick-up Trucks	Trucks		\$0.00	\$0	0.00%
2. Finance Charges	Trucks		\$0.00	\$0	0.00%
3. Insurance & Vehicle Registration Fees	Trucks		\$0.00	\$0	0.00%
4. Fuel					
a. Tow Trucks	gallons		\$0.00	\$0	0.00%
b. Pick-up Trucks	gallons		\$0.00	\$0	0.00%
c. Motorist	gallons		\$0.00	\$0	0.00%
5. Vehicle Maintenance					
a. Parts Replacement	trucks		\$0.00	\$0	0.00%
b. Labor	trucks		\$0.00	\$0	0.00%
6. FSP Equipment/Supplies ( <i>Refer to Appendix C</i> )	trucks		\$0.00	\$0	0.00%
<b>Subtotal A (Vehicles &amp; Equipment)</b>				<b>\$0</b>	<b>0.00%</b>
B. Management & Drivers	Unit	No. of Items	Cost per Unit	Total Cost	% of T Cost
7. FSP Management Costs	year		\$0.00	\$0	0.00%
8. FSP Driver Costs					
a. Wages (# of Drivers )	hours		\$0.00	\$0	0.00%
b. Workers Compensation	driver		\$0.00	\$0	0.00%
c. Taxes	driver		\$0.00	\$0	0.00%
9. FSP Driver Benefits					
a. Vacation/Holidays/Sick Days	driver		\$0.00	\$0	0.00%
b. Retirement	driver		\$0.00	\$0	0.00%
c. Medical, Dental, Vision	driver		\$0.00	\$0	0.00%
10. Driver Admin (Pre-op Inspections, Training, etc.)	hours		\$0.00	\$0	0.00%
<b>Subtotal B (Management &amp; Drivers)</b>				<b>\$0</b>	<b>0.00%</b>
C. Administration	Unit	No. of Items	Cost per Unit	Total Cost	% of T Cost
11. Administrative Costs - Office Operations	year		\$0.00	\$0	0.00%
12. Other (please specify)			\$0.00	\$0	0.00%
<b>Subtotal C (Administration)</b>				<b>\$0</b>	<b>0.00%</b>
<b>D. Final Cost Calculation</b>					
13. Total Cost (Subtotal A + B + C)				<b>\$0</b>	
14. Subtract Equipment Salvage Value		Trucks	\$ Value	Total Salvage Value	
a. Tow Trucks		0		\$0	
b. Pick-up		0		\$0	
15. Add Profit					100.00%
16. Net Cost (item 13 - 14+ 15)				<b>\$0</b>	
17. Total Contract Hours ( <i>Refer to Implemenation Plan in Appendix A</i> )					
<b>18. COST PER HOUR PER TRUCK (item 16/17)</b>					

## FORM T PRICE PROPOSAL

The undersigned's price per hour per truck represents full compensation for all costs relating to labor (including wages, fringe benefits, employer taxes, training, meetings, overtime, etc.), all other direct costs (including vehicle, equipment, fuel (for motorist as well as FSP vehicles, supplies and other operating costs), insurance, overhead, Internet access, postage fees and profit allowance. Please refer to the Scope of Work (*Appendix A*) to ensure that you have covered all possible costs in your proposal. Proposer must also fill out the Price Proposal Spreadsheet on the previous form. The undersigned also certifies that it shall pay its drivers, at a minimum, the wages and benefits included in the "Price Proposal Spreadsheet" and that it shall pay its drivers to attend the trainings and meetings as specified in Scope of Work (*Appendix A*).

NET COST (Line 16 of the Price Proposal Spreadsheet)	\$
<hr/>	
HOURLY RATE (Line 18 of the Price Proposal Spreadsheet)	\$
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(Signature of Authorized Official)

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(Type/Write Name of Authorized Official)

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(Type or Write Name of Company)

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(Street Address)

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(Office Location [If Different from Address Listed Above])

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(Telephone, Fax, and E-Mail )

## **APPENDIX B, STEP 3: INSPECTIONS/BEAT DETERMINATION**

\*To be conducted only if contractor received notification from MTC stating that contractor passed Step 1: Qualifications. **Forms are for information only.**

**(no documents need to be submitted for Step 3).**

**\* Inspections to be scheduled in Late-November through December**

**Form U      FACILITY INSPECTION**

**Form V      VEHICLE INSPECTION**

**Form W      BEAT DETERMINATION**

## **Form U      FACILITY INSPECTION**

The Facility Inspection consists of a site inspection and validation of all items defined in Table 1 for all Bidders that pass Step 1: Qualification. The Facility Inspection shall be performed by the FSP Partners.

### **Facility Items Required at Time of Inspection**

The following list of items is required at the time of the pre-award Facility Inspection, otherwise the inspector shall find the Bidder to be non-compliant and will not be eligible for contract award.

1. Communication Tools:

Telephone - A dedicated business telephone is required. A single business telephone that is used for day-to-day business as well as any FSP activity is acceptable. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc.

FAX Machine (Dedicated) - A fax machine at the facility at which the Freeway Service Patrol vehicles are to be parked/maintained, must be operational twenty-four (24) hours per day, seven (7) days per week.

2. Accounting records/bookkeeping system: Bidders must have adequate storage and a back-up system for computer files that provides assurance that they meet our bookkeeping requirements. Sample excerpt from Contract:

*CONTRACTOR shall maintain full and adequate books, records, and accounts relevant to its performance under the Agreement for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement. CONTRACTOR shall permit the authorized representatives of MTC SAFE, and any other government agency designated by the SAFE (including the United States Department of Transportation, the Comptroller General of the United States, and the State of California) to inspect and audit all such records of CONTRACTOR during the term of this Agreement and for the retention period specified above. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.*

3. Safety Policies: Bidders must have written safety policies in place for tow/vehicle operations and work place safety.

4. Facility Security:

The Contractor shall be responsible for the security of vehicles and property at their facility. At a minimum, Bidders must have a secure area to store vehicles at facility, including contractor controlled access to facility where vehicles are stored such as a fenced or enclosed area. The Contractor is responsible for the reasonable care, custody, and control of any property contained in its facility.

5. Professional Workplace Environment:

Contractors must maintain a non-offensive and harassment-free workplace in accordance with federal and state regulations.

### Inspection Items Required Prior to Contract Start Date

The following list of items are required of all contract awardees but not required for basis of award. Items that are required prior to contract start and not verified at time of inspection will be inspected prior to the contract start date.

6. Computer Equipment:

A computer, modem, and an Internet/e-mail account to receive e-mail messages from FSP Partners is required. The equipment must be operable during the duration of the FSP Contract. Computer software must be compatible for Microsoft Office and Acrobat Reader use.

7. Drug Policy:

The Contractor shall maintain a written substance abuse policy requiring alcohol and drug testing for all drivers who work in the FSP program, consistent with Federal Highway Administration (FHA), Department of Transportation (DOT) CFR 49 part 382, Regulations on Controlled Substance and Alcohol Use and Testing. For details, refer to the SOP.

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*Table 1 is for reference only and does not need to be completed by Proposer.*

### TABLE 1: FACILITY INSPECTION

**Towing Company:** \_\_\_\_\_

**Site Address:** \_\_\_\_\_

Contractor's facility must pass inspection. The company will not be eligible for contract award if any items required at time of inspection fail (NO Answers). Items that are not required until contract award and not verified at time of inspection will be inspected prior to contract award.

1.	Inspection Items Required at Time of Inspection	Yes	No
	<b>Phone Operational</b>		
	<b>Confirm Telephone Number</b>		
	<b>Fax Machine Operational</b>		
	<b>Confirm Fax Number</b>		
	<b>Accounting records/bookkeeping:</b> adequate storage and a back-up system for computer files that provides assurance that bookkeeping requirements are met.		
	<b>Safety Policies:</b> written safety policies in place for tow/vehicle operations and work place safety.		
	<b>Facility Security:</b> secure area to store vehicles at facility, including		



	contractor controlled access to facility where vehicles are stored such as a fenced or enclosed area.		
	<b>Professional Workplace Environment:</b> workplace is non-offensive and harassment-free.		
<b>2.</b>	<b>Inspection Items Required Prior to Contract Start</b>	<b>Acknowledge:</b>	<b><u>Yes</u></b> <b><u>No</u></b>
	<b>Computer Operational With E-Mail/Internet Access:</b> Computer software must be compatible for Microsoft Office and Acrobat Reader use.		
	<b>Confirm with E-Mail Address:</b>		
	<b>Drug Policy Program in Place (see SOP for details)</b>		

**Observations:**

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**Site Inspection Result (Circle)**

**Pass**

**Fail**

**Record of Facility and Working Environment Inspection**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**FSP Inspector:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**I have today completed an evaluation of both the facility and working environment of the above listed towing company. I have attempted to remain both fair and reasonable in recording these answers.**

**Towing Company  
Representative:**

---

**Signature:**

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**The FSP representative listed above has reviewed the facility inspection with me and indicated clearly why particular items were marked “No.”**

## Form V      VEHICLE INSPECTION

In advance of the vehicle inspection, Bidders must identify three (3) vehicles for inspection. If Bidder has less than three vehicles, then Bidder must pick two or one vehicle accordingly. The three vehicles must be available during the site visit, at which time the California Highway Patrol (CHP) will randomly select one of the three for inspection. The vehicle inspection consists of a mechanical inspection and a condition inspection. The CHP shall perform the vehicle inspection. A tow vehicle in violation of more than three (3) violations will receive a “fail”. If a truck fails inspection, the Bidder will not be eligible for contract award.

### TABLE 1: VEHICLE INSPECTION

The California Highway Patrol (CHP) will inspect the items listed herein on one operational tow vehicle. A tow vehicle in violation of more than three (3) minor violations will receive a “fail”. If a truck is cited for Unsafe Vehicle, the vehicle will automatically fail the inspection. If the truck fails this inspection\*\*, the Bidder will not be eligible for contract award. The following is the checklist that CHP will utilize to inspect the tow vehicle.

\*\*A vehicle that is cited for Unsafe Vehicle shall automatically fail the vehicle inspection

**Truck Inspection Result (Circle):**

**Pass      Fail**

### FREEWAY SERVICE PATROL SITE VISIT TOW TRUCK INSPECTION CHECK LIST

INSPECTION ITEM	Y	N	ADDITIONAL REMARKS
<b>Minor Items</b>			
Registration			
Lighting System			
Beam Indicator			
Rear Lamps with Cord			
Backup Lamps (1969+)			
Turn Signals			
Windshield/Wipers			
Mirrors			
Horn			
Broom			
Shovel			
Fire Extinguisher (4B, C)			
Rating Plates			
Controls Labeled			
Booster Battery/Hot Box			
Wheel Tie Down Straps			

Claw (if applicable)			
Cleanliness			
Paperwork (F/R & Reg)			
<b>Unsafe Violations</b>			
Parking Brakes			
Tire Tread			
Safety Chains			
Wrecker Boom Assembly			
Hydraulic Hoses/Valves			
Pivot Pin			
“L” Arm (if applicable)			
Tow Sling Assembly			
Bed Pivot (C/C)			
Bed Safety Locks (C/C)			
Sling Pads			
Steering			
Frame			
Suspension			
Wheels/Tires			
<b><u>Additional Information:</u></b>			
Company Name: _____ Vehicle License: _____ Vehicle Year: _____			
Inspected by: _____ Date: _____			

## **Form W     BEAT DETERMINATION**

The inspection team shall determine the ability of the Bidder to operate one or more beats based on the following criteria:

First time bidders, or those that have been away from the program for 2+ years, are eligible for a maximum of two beats. Current contractors are eligible for one additional beat from the highest number of beats they have received in the past two years, up to a maximum of five beats.

Examples:

Contractor A had three (3) total beats in 2009 and two (2) beats the year after; Contractor A is eligible for four (4) beats total for the FY 2012 round since they have demonstrated they can handle three (3) beats in the past two (2) years.

Contractor B receives two (2) beats in the FY 2012 round; Contractor B is eligible for 1 additional beat in the FY 2014 round for a total of three (3) beats.

These criteria were developed to ensure companies are able to keep up with the demands of the program. MTC SAFE reserves the right to alter the criteria for specific contractors if we do not receive enough bids for specific beats or if we believe that a contractor is at its operational limit. Amongst other information from the FSP Partners, MTC SAFE will utilize FSP statistics, letters of performance, and rotational tow status to determine the operational limit of existing Contractors.

***Table 1 is for reference only and does not need to be completed by Proposer.***

**Table 1**

<b>Number of Beats in FY 2008:</b>	
<b>Number of Beats in FY 2010:</b>	
<b>Number of Beats Contractor is Eligible for in FY 2012:</b>	

## APPENDIX C: FSP MERCHANDISE ORDER FORM



### MERCHANDISE ORDER FORM

Request for tow contractor supplies

#### FAX TO

MTC SAFE, Attn: Rachel Zack

(510) 817-5987

#### FROM

Contractor

Contact Name

Contact #

#### MERCHANDISE

Description	Unit Cost	Quantity	Total Cost
3 1/2" FSP Patch	\$1.69		\$
7" FSP Patch	\$1.80		\$
15"x15" Magnetic Sign	\$24.00		\$
20"x20" Magnetic Sign	\$30.00		\$
Metal Sign Bracket	\$40.11		\$
FSP Mug	\$4.07		\$
FSP Baseball Cap	\$5.86		\$
Blue FSP Short Sleeve T-Shirt			
M, L, XL, 2XL, 3XL (indicate sizes)	\$7.00		\$
Lime Reflective FSP Safety Vest			
M, L, XL, 2XL, 3XL, 4XL (indicate sizes)	\$60.00		\$
Motorist Brochures (3,600/box)	No cost		No cost
Daily Shift Records- DSR (1,000/box)	No cost		No cost
Scantron Survey Forms (2,500/box)	No cost		No cost
422's (200/pack)	No cost		No cost
Multilanguage Card	No cost		No cost
Rooftop Letters- F S P	No cost		No cost
Total			\$

Pick-up date:

Pick-up time:

☐ 9-11am

☐ 1-5pm

Select one of the following:

(NO CASH WILL BE ACCEPTED)

☐ Will bring payment by check

☐ Please deduct above amount from tow invoice

#### INVOICE

Items rcv'd by:

I have received all items requested above and have provided payment either by check or by request to deduct from the next tow invoice.

Date rcv'd:

## **APPENDIX D: SAMPLE CONTRACT**

Contract No. FSP Beat Nos. A and B

**FREEWAY SERVICE PATROL (FSP) PROGRAM  
TERMS AND CONDITIONS  
FISCAL YEARS 2011-12 to 2014-15**

**1.0 DEFINITIONS**

- A. “MTC SAFE” means the Metropolitan Transportation Commission Service Authority for Freeway and Expressways, a local public agency established pursuant to Streets and Highways Code § 2550 *et seq.*
- B. “Caltrans” means the California Department of Transportation.
- C. “CHP” means the California Highway Patrol.
- D. “FSP” means the Freeway Service Patrol, a program administered by MTC in conjunction with the CHP and Caltrans to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeways and expressways of the San Francisco Bay Area by private tow contractors.
- E. “FSP Partner Agency” means MTC SAFE, Caltrans, or CHP.
- F. “CONTRACTOR” means the private tow contractor under contract to the MTC SAFE to provide FSP service.
- G. “Annual Fund Allocation Agreement” means the agreement signed by MTC SAFE and CONTRACTOR under which CONTRACTOR provides FSP service.
- H. “FSP Project Manager” means the MTC SAFE staff person responsible for administering the FSP contract, managing its implementation and overseeing its performance.

**2.0 SCOPE OF SERVICES**

CONTRACTOR agrees to perform those Freeway Service Patrol (FSP) services, described in the Request for Qualifications Bid Invitation (RFQBI), dated October 1, 2010 (hereinafter, "the RFQBI") for Beat Nos. A and B in accordance with the terms and conditions of this Agreement. The requirements and provisions of the FSP Operator's Manual, as subsequently revised or amended, are hereby incorporated in this Contract by this reference. In the event of a discrepancy between the RFQBI and the Operator's Manual, the more stringent of the conflicting provisions with respect to CONTRACTOR'S performance shall apply.



### **3.0 PERIOD OF PERFORMANCE**

The period of performance shall be July 1, 2011 through, June 30, 2015 (“the Term”), unless mutually agreed by both parties to extend said period or unless earlier terminated as provided in Article 6.0 herein.

### **4.0 PAYMENT**

A. **Hourly Rate.** MTC SAFE shall pay CONTRACTOR at an hourly rate per truck as specified in the applicable annual fund allocation agreement, and subject to Article 3.C below. The hourly rate is a fixed unit price that includes all direct costs (including, but not limited to, labor, equipment, materials and operating expenses), applicable surcharges such as taxes, insurance and fringe benefits, other indirect costs, overhead, general and administrative expense, and profit.

If trucks and/or hours are added or deleted during the course of this Agreement, an adjustment to CONTRACTOR’s current hourly rate shall be made by adding or subtracting, as applicable, the dollar amount attributable to the change to or from the dollar amount remaining in the Agreement and dividing the sum by the revised total hours to be expended under the Agreement.

B. **Maximum Payment.** MTC SAFE shall not be obligated to pay costs during a fiscal year within the Term which exceed the maximum payment set forth in the annual fund allocation agreement, except by duly authorized amendment. Further, MTC SAFE shall not be obligated to pay for services not specified in Article 2.0, except as provided in Article 12, Amendments.

C. **Fuel Adjustment.** The hourly rates in the first annual fund allocation agreement are based on historical fuel price figures published by the Federal Department of Energy (“On the Highway Diesel Prices”). Thereafter, MTC SAFE will track fuel rates based on the average of the first three weeks of the month that are reported on the Department of Energy website. MTC SAFE shall adjust the hourly rate upward or downward in accordance with Subarticle 3.A of the applicable fund allocation Agreement.

D. **Deduction for Non-payment.** CONTRACTOR agrees that if an audit performed pursuant to Article 5.0 Records and Audit of this Agreement reveals that CONTRACTOR has failed to pay any of the items listed in the Price Proposal Spreadsheet (RFQBI, Form S), such as the listed driver wages and benefits, and/or has failed to pay drivers to perform the pre-operation vehicle inspections as specified under RFQBI, *Appendix A*, Section II.F, Inspections or to attend the training and meetings specified under RFQBI *Appendix A*, Sections VI.B, 3-Day Proficiency

Testing and Certification Training Requirement, VI.C, Quarterly Refresher Training Requirement or Section VII.A, Contractor Quarterly Safety Meetings, MTC SAFE may deduct sums from CONTRACTOR invoices equal to the difference between what CONTRACTOR should have paid and what CONTRACTOR actually paid for each event of non-payment or underpayment uncovered by the audit.

E. **Invoices.** CONTRACTOR agrees to submit weekly paperwork to the appropriate FSP Partner Agency as designated by the FSP Project Manager as well as any other documentation that may be reasonably required by MTC SAFE to support invoices. MTC SAFE shall pay CONTRACTOR for the services satisfactorily performed hereunder an amount calculated in accordance with the annual fund allocation agreement, as invoiced on a monthly basis by the designated FSP Partner Agency. Payment of the approved portion of an invoice, less any penalties charged to CONTRACTOR as specified in the FSP Operator's Manual, shall be made to CONTRACTOR by MTC SAFE no later than the 21<sup>st</sup> day of the month or by the 3<sup>rd</sup> Monday of the month.

## **5.0 RECORDS AND AUDIT**

CONTRACTOR shall maintain full and adequate books, records, and accounts relevant to its performance under the Agreement for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement. CONTRACTOR shall permit the authorized representatives of MTC SAFE, and any other government agency designated by the MTC SAFE (including the United States Department of Transportation, the Comptroller General of the United States, and the State of California) to inspect and audit all such records of CONTRACTOR during the term of this Agreement and for the retention period specified above. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

## **6.0 FSP PROJECT MANAGER**

MTC SAFE shall designate an FSP Project Manager in each annual fund allocation agreement, who shall be MTC SAFE's designated representative responsible for administering the Contract, managing its implementation and overseeing its performance. CONTRACTOR shall make such oral or written reports to FSP Project Manager as he/she may request, in addition to those specifically required elsewhere by this Agreement.

## **7.0 TERMINATION**

A. MTC SAFE may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, either for MTC SAFE's convenience or because of the failure of the CONTRACTOR to fulfill its Contract obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all affected services, unless the notice directs otherwise. The CONTRACTOR further agrees to sell the tow truck(s) authorized for such beat at market value calculated using the Kelly Blue Book or equivalent to a CONTRACTOR identified by MTC SAFE, if requested by the FSP Project Manager.

B. If the termination is for the convenience of MTC SAFE, MTC SAFE shall pay CONTRACTOR for hours worked up to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination.

C. If the termination is due to the failure of CONTRACTOR to fulfill its Contract obligations, MTC SAFE shall issue a ten (10) day cure notice, specifying the reason for the termination, unless MTC SAFE, in its sole discretion, determines that CONTRACTOR's default is of such a nature that it may not be cured or that delay in discontinuing CONTRACTOR's service may result in damage to the FSP program or service. If CONTRACTOR fails to cure the default (or is not given the opportunity to cure by MTC SAFE) MTC SAFE may take over the work, and prosecute the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to MTC SAFE for any reasonable cost or damages occasioned to MTC SAFE thereby, which may be deducted from CONTRACTOR's final payment.

D. CONTRACTOR shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by an excusable delay, reasonably beyond the control and without the fault or negligence of CONTRACTOR. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies, including MTC SAFE, in either their sovereign or contractual capacities; or fires, floods, epidemics, quarantine restrictions, or strikes.

E. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that CONTRACTOR is not in default of its obligations, the termination shall be deemed to have been effected for the convenience of MTC SAFE.

F. CONTRACTOR shall be deemed to have waived any and all claims for damages in the event of MTC SAFE's termination for convenience as provided in subarticle B of this Article.

## **8.0 INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided hereunder, CONTRACTOR's relationship to MTC SAFE shall be that of an independent contractor and not an employee, agent or other representative of MTC SAFE. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

## **9.0 ASSIGNMENT OR TRANSFER**

CONTRACTOR shall not assign, subcontract, transfer or otherwise substitute its interest in this Agreement or its obligations hereunder without the prior written consent of MTC SAFE. This consent shall in no way relieve CONTRACTOR from its primary responsibility for performance of the work. Any such transfer without said consent shall be void and unenforceable.

## **10.0 INSURANCE**

CONTRACTOR shall be required, at its own expense, to obtain and maintain in effect for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, or employees.

A. Minimum Limits of Insurance: CONTRACTOR shall obtain the following types of coverage with limits no less than:

1. Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE.
2. Employer's Liability: \$1,000,000.
3. Commercial General Liability ("occurrence" form): \$1,000,000 per occurrence and for each person with a general aggregate, either applying separately to this project or at a level that is twice the required occurrence limit.
4. Owned, Non-Owned and Hired Automobile Liability: \$1,000,000 each accident.
5. On-hook insurance: \$80,000 per accident.

6. Inland Marine Floater Insurance: for any and all equipment supplied by and belonging to MTC SAFE, insuring against all risks with a maximum deductible of \$250. The policy shall provide coverage in the amount of \$5,000 or the replacement cost of the equipment supplied by MTC SAFE, whichever is higher.

7. Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MTC SAFE. At the option of MTC SAFE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MTC SAFE, its officials and employees, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MTC SAFE, the California Highway Patrol (CHP), Caltrans, their Commissioners, directors, officers, employees and agents are to be covered as additional insured under the coverages specified in Paragraphs A.3, A.4, and A.6, of this Article as respects: general liability arising out of activities performed by or on behalf of CONTRACTOR; automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents. Any insurance or self-insurance maintained by MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, employees and agents.

4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MTC SAFE.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to MTC SAFE.

E. Verifications of Coverage: CONTRACTOR shall furnish MTC SAFE with original certificates of insurance and endorsements verifying the coverage required by this clause. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by MTC SAFE before work commences.

## **11.0 INDEMNIFICATION**

CONTRACTOR shall indemnify and hold MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or failure to act of CONTRACTOR, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and CONTRACTOR agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC SAFE, the CHP, Caltrans, their Commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or failure to act, and to pay and satisfy any resulting judgments.

## **12.0 AMENDMENTS**

Any changes to this Agreement shall be incorporated in written amendments to this Agreement, executed by MTC SAFE Executive Director or his designated representative and CONTRACTOR.

## **13.0 NONDISCRIMINATION**

A. In connection with the provision of services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation, consistent with California Civil Code § 51.

B. Equal Employment Opportunity. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, or national origin, ancestry, physical disability, medical condition, or marital status. The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code § 12900 *et seq.*, set forth in 2 California Code of Regulations. § 7285.0 *et seq.*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Nondiscrimination on the Basis of Disability. CONTRACTOR agrees, consistent with the requirements of the Americans with Disabilities Act of 1990 (42 United States Code §12101 *et seq.*) that no individual with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in regards to any service provided under this Agreement.

#### **14.0 PROHIBITED INTERESTS**

A. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MTC SAFE shall have the right to annul this Agreement without liability.

B. No member, officer, or employee of MTC SAFE, or of a local public body during his/her employment shall have any interest, direct or indirect, in this Agreement, or to any benefit arising thereof. CONTRACTOR certifies that it has made a complete disclosure to MTC of all facts bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC presently has, or will have in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

C. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

#### **15.0 COMPLIANCE WITH LAW**

CONTRACTOR shall also comply with all Federal, California and local laws and ordinances applicable to any of the work involved in this Agreement, including but not limited to, 49 Code of Federal Regulations Part 18 and the cost principles (as applicable) in 48 Code of

Federal Regulations, Chapter 1, Part 31, which are herein incorporated by this reference and made a part hereof, if federal funds are involved.

## **15.1 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects CONTRACTOR agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, sex, discriminate or permit discrimination against any employee or applicant for employment.

## **15.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

B. Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT’s DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

C. There is no under-utilized DBE (UDBE) goal for this Agreement. CONSULTANT must meet any UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace it with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

- Black American
- Asian-Pacific American
- Native American
- Women

D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted



agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

F. Concurrent with the execution of the Agreement, CONSULTANT shall submit resubmit Form \_\_\_\_ of the RFQBI, Local Agency Proposer/Bidder DBE Information (Consultant Contracts) and Form \_\_\_\_, Local Agency Proposer UDBE Commitment (Consultant Contracts), attached hereto and incorporated herein by this reference, and commits to the utilization of UDBEs, as specified in Form \_\_\_\_.

#### **15.2.1 PERFORMANCE OF DBE CONTRACTORS AND OTHER DBE SUBCONTRACTORS / SUPPLIERS**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### **15.2.2 DBE RECORDS**

A. CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. A DBE CONSULTANT shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on Attachment \_\_\_ entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), attached hereto and incorporated here by this reference, certified correct by CONSULTANT or its authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.

### **17.2.3 DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to MTC's Project Manager within 30 days.

### **17.2.4 MATERIALS OR SUPPLIES PURCHASED FROM DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

#### **15.4 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

CONTRACTOR agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

#### **15.5 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

## **15.6 STATE ENERGY CONSERVATION PLAN**

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

## **15.7 DEBARMENT**

CONTRACTOR certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

## **15.8 CLEAN AIR AND WATER POLLUTION ACTS**

CONTRACTOR agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## **15.9 LOBBYING**

CONTRACTOR agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

## **16.0 DISPUTES**

In the event of a disagreement, or dispute arising between the parties under this Agreement, MTC SAFE, upon its own initiative or promptly upon the written request of CONTRACTOR, shall make an initial determination thereof. Pending final resolution of any dispute in accordance with Article 17 below, CONTRACTOR shall continue diligently to perform the services under this Agreement and in accordance with MTC SAFE's initial determination concerning the disputed matter.

## **17.0 MEDIATION**

Prior to the initiation of any legal proceedings, the parties of this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

## **18.0 REMEDIES FOR BREACH**

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTC or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **19.0 GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

## **20.0 ENTIRE CONTRACT**

The Fund Allocation Agreement, and any attachments or documents incorporated therein by inclusion or by reference, constitutes the complete and entire agreement between MTC SAFE and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

## **21.0 PARTIAL INVALIDITY**

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

## **22.0 BENEFIT OF CONTRACT**

This Agreement shall bind and benefit the parties hereto, their heirs, successors and permitted assigns.

**ANNUAL FUND ALLOCATION AGREEMENT**  
**Between METROPOLITAN TRANSPORTATION COMMISSION**  
**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**  
**And \_\_\_\_\_**  
**For FREEWAY SERVICE PATROL**  
**BEAT No. \_\_\_\_ – FY 2011-12**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2011, by and between the Metropolitan Transportation Commission Service Authority for Freeway and Expressways, a local public agency established pursuant to Streets and Highways Code § 2550 *et seq.* (hereinafter called “MTC SAFE”), and, \_\_\_\_\_, a California \_\_\_\_\_ with offices in \_\_\_\_\_, California, (hereinafter called "CONTRACTOR").

**RECITALS**

WHEREAS, MTC SAFE, in conjunction with the California Highway Patrol (“CHP”) and the California Department of Transportation (“Caltrans”), operates a Freeway Service Patrol (“FSP”) program, contracting with private tow operators to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway; and

WHEREAS, a competitive selection process has resulted in the selection of CONTRACTOR to carry out the services required under this Contract.

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

**1.0 FSP PROGRAM TERMS AND CONDITIONS**

The terms and conditions governing this Agreement (“Terms and Conditions”) are set forth in Attachment A, FSP Program Terms and Conditions, attached hereto and incorporated by this reference. By signing this annual Fund Allocation Agreement, CONTRACTOR agrees to the Terms and Conditions.

**2.0 FUNDING PERIOD**

The funds provide under this Agreement fund FSP services on the specified Beat for the period from \_\_\_\_\_, through \_\_\_\_\_, unless earlier terminated as provided in Article 6.0 of the Terms and Conditions.

### **3.0 PAYMENT**

A. **Hourly Rate.** MTC SAFE shall pay CONTRACTOR at the hourly rate per truck based on the table below and in accordance with the terms of Article 3 of the Attachment A Terms and Conditions:

Fuel Cost	Department of Energy Range (California)	Hourly Rate
\$3.50	\$3.25 - \$3.75	\$46.00
\$4.00	\$3.75 - \$4.25	\$48.00
\$4.50	\$4.25 - \$4.75	\$50.00
\$5.00	\$4.75 - \$5.25	\$52.00
\$5.50	\$5.25 - \$5.75	\$54.00
\$6.00	\$5.75 - \$6.25	\$56.00

\* Numbers are for illustrative purposes only.

The Fuel Price<sup>2</sup> figure, used to calculate the tow service Hourly Rate<sup>3</sup> within a given Department of Energy Range<sup>1</sup>, is the mid-point within that given range. Should the fuel cost fall above or below the above ranges, MTC shall adjust the hourly rate using the same methodology.

B. **Maximum Payment.** The maximum payment payable to CONTRACTOR for FYs 11-12 shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

### **4.0 MTC SAFE/FSP PROJECT MANAGER**

\_\_\_\_\_ shall be the FSP Project Manager for the period covered by this Fund Allocation Agreement.

### **5.0 NOTIFICATION**

All notices or communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC SAFE:                      Attention: Nina Rohlich  
MTC SAFE  
101 - 8th Street  
Oakland, California 94607-4700

To CONTRACTOR:                Attention: Contractor Contact  
Contractor Name



Address  
City, State, Zip Code

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of  
the date first written above.

METROPOLITAN TRANSPORTATION  
COMMISSION SERVICE AUTHORITY  
FOR FREEWAYS AND EXPRESSWAYS

TOWING CO.

---

Steve Heminger, Executive Director

---

\_\_\_\_\_, Owner

## **APPENDIX E, DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

### 2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

#### 2.1. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### 2.2. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To

determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.

4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)

5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, the Federal Highway Administration (FHWA), the State of California, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.

D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1F, and the current FTA Master Agreement, a copy of which is available through MTC. Allowability of costs shall be determined in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget (OMG) Circulars A-87 or A-122 as applicable.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Highway Administration U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.

10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds.